

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. SOUTH COMMUNICATIONS, INC.		02/28/2019	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	101 North Tryon Street		
Internal Address:	c/o MAC Legal (NC1-001-05-45)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2974984	U.S. SOUTH	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	017625.005145		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	02/28/2019		
Total Attachments: 4			
source=Trademark Security Agreement - U.S. South Communications, Inc. to Bank of America, N.A#page1.tif			

OP \$40.00 2974984

source=Trademark Security Agreement - U.S. South Communications, Inc. to Bank of America, N.A#page2.tif
source=Trademark Security Agreement - U.S. South Communications, Inc. to Bank of America, N.A#page3.tif
source=Trademark Security Agreement - U.S. South Communications, Inc. to Bank of America, N.A#page4.tif

TRADEMARK SECURITY AGREEMENT

February 28, 2019

WHEREAS, U.S. SOUTH COMMUNICATIONS, INC., a Colorado corporation (the “Grantor”), owns the Trademarks (as defined below), trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses (as defined below) listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of February 28, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among HI Technology Corp, a Georgia corporation, the Grantor, the other Debtors (as defined in the Security Agreement) party thereto and Bank of America, N.A., as administrative agent (the “Secured Party”), the Grantor has granted to the Secured Party a continuing security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in and to and all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by the Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party a continuing security interest in all of the Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (a) each Trademark, trademark registration and trademark application, including, without limitation, the Trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;
- (b) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or trademark registration, including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.

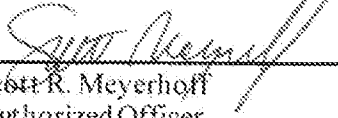
This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer effective as of the date first written above.

GRANTOR:

U.S. SOUTH COMMUNICATIONS, INC.,
a Colorado corporation

By: 
Name: Scott R. Meyerhoff
Title: Authorized Officer

ACKNOWLEDGED AND ACCEPTED:

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: Gavin Shak

Title: Assistant Vice President

Schedule 1
To
Trademark Security Agreement

U.S. South Communications, Inc.
(Colorado Corporation)

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
U.S. SOUTH	2974984	07/26/05