

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capitala Finance Corp.		08/01/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Point BroadBand LLC		
Street Address:	1791 O G Skinner Drive		
City:	West Point		
State/Country:	GEORGIA		
Postal Code:	31833		
Entity Type:	Limited Liability Company: GEORGIA		
Name:	Sunset Digital Holding, LLC		
Street Address:	333 Fraley Avenue		
Internal Address:	PO Box 304		
City:	Duffield		
State/Country:	VIRGINIA		
Postal Code:	24244		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5451375	P	
Serial Number:	87936854	FIBER FED FIXED WIRELESS	
Registration Number:	3014936	BVU OPTINET	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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>			
Email:	patentdocket@eversheds-sutherland.com		
Correspondent Name:	Stacy D. Fredrich		
Address Line 1:	999 Peachtree Street, NE		
Address Line 2:	Suite 2300		
Address Line 4:	Atlanta, GEORGIA 30309-9336		

CH \$90.00 5451375

ATTORNEY DOCKET NUMBER:	10801.0566
NAME OF SUBMITTER:	Stacy D. Fredrich
SIGNATURE:	/Stacy D. Fredrich/
DATE SIGNED:	08/05/2019
Total Attachments: 4 source=Release of Security Interest in Trademarks#page1.tif source=Release of Security Interest in Trademarks#page2.tif source=Release of Security Interest in Trademarks#page3.tif source=Release of Security Interest in Trademarks#page4.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Termination and Release”) dated as of August 1, 2019 from CAPITALA FINANCE CORP., a Maryland corporation, in its capacity as collateral agent for itself and the other secured parties (in such capacity, together with its successors and assigns, the “Collateral Agent”), to POINT BROADBAND LLC, a Georgia limited liability company, and SUNSET DIGITAL HOLDING, LLC, a Delaware limited liability company (each as a grantor and, collectively, the “Grantors”).

WITNESSETH:

WHEREAS, the Collateral Agent and the Grantors were party to (i) that certain Credit Agreement, dated as of August 2, 2018 (as amended, amended and restated, refinanced or otherwise modified and in effect from time to time, the “Credit Agreement”), by and among the Collateral Agent, the Grantors and the other financial institutions and borrowers from time to time party thereto, and (ii) that certain Guarantee and Collateral Agreement, dated as of August 2, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the “Guarantee and Collateral Agreement”; and together with the Credit Agreement, the “Transaction Agreements”), by and among the Collateral Agent, the Grantors and the other grantors from time to time party thereto;

WHEREAS, in connection with the transactions contemplated by the Transaction Agreements, the Collateral Agent and the Grantors entered into that certain Trademark Security Agreement, dated as of August 2, 2018 (as amended, amended and restated, refinanced or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), in favor of the Collateral Agent, for the benefit of the other Secured Parties, pursuant to which a Security Interest (hereinafter as defined in the Trademark Security Agreement) was granted by the Grantors to the Collateral Agent in the Trademark Collateral (hereinafter as defined in the Trademark Security Agreement), including Trademarks (as defined in the Guarantee and Collateral Agreement) identified on Exhibit A attached hereto (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the “USPTO”) on August 2, 2018 at Reel 6411, Frame 0177;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees and acknowledges as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement, and this Termination and Release shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Collateral Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, including the Trademarks identified on Exhibit A attached hereto and made a part hereof, and assigns to the Grantors, without recourse, all of the Collateral Agent’s right, title and interest in the Trademarks, and any right, title or interest of the

Collateral Agent in such Trademark shall hereby cease and be void. The Collateral Agent understands and agrees that this Termination and Release may be recorded by or for the Grantors with the USPTO or any similar office or agency.

3. Further Assurances. Upon request by the Grantors, the Collateral Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CAPITALA FINANCE CORP., a Maryland corporation,
as Collateral Agent

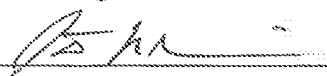
By: 
Name: Jack McGlinn
Title: Senior Managing Director

EXHIBIT A

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Point Broadband LLC	United States	Letter "P" with a wifi/broadband symbol arising out of it.	5451375	April 24, 2018
Point Broadband LLC	United States	Fiber Fed Fixed Wireless	87936854	May 25, 2018
Sunset Digital Holding, LLC	United States	BVU OptiNet logo	3014936	November 15, 2005