

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540557

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Receiving party name - NTS Communications, LLC previously recorded on Reel 006733 Frame 0784. Assignor(s) hereby confirms the Release of Security Interest.
RESUBMIT DOCUMENT ID:	900514031

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs BDC, Inc., as Collateral Agent		08/30/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	NTS Communications, LLC
Street Address:	1220 Broadway
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79401
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77100461	NTS-ONLINE
Serial Number:	75715821	NTS-ONLINE
Serial Number:	74358795	NTS COMMUNICATIONS
Serial Number:	73444030	NTS COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 4045725100

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.

Phone: 4045723428

Email: tkirillova@kslaw.com

Correspondent Name: Tatyana Kirillova, Paralegal

Address Line 1: 1180 Peachtree Street, NE

Address Line 2: KING & SPALDING, LLC

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	17392.230001
NAME OF SUBMITTER:	Tatyana Kirillova
SIGNATURE:	//Tatyana Kirillova//

TRADEMARK

DATE SIGNED:	09/12/2019
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Total Attachments: 5

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs BDC, Inc., as Collateral Agent		08/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NTS Communication, LLC		
Street Address:	1220 Broadway		
City:	Lubbock		
State/Country:	TEXAS		
Postal Code:	79401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77100461	NTS-ONLINE	
Serial Number:	75715821	NTS-ONLINE	
Serial Number:	74358795	NTS COMMUNICATIONS	
Serial Number:	73444030	NTS COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.515119		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	08/30/2019		
Total Attachments: 4			

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of August 30, 2019 is made by **GOLDMAN SACHS BDC, INC.**, in its capacity as collateral agent (referred to herein as the “Agent”), in favor of **NTS COMMUNICATIONS, LLC**, a Delaware limited liability company (formerly known as NTS COMMUNICATIONS, INC., a Texas corporation) (the “Grantor”), pursuant to that certain Guaranty and Security Agreement, dated as of June 6, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”) among the Grantor and the Agent and the other parties thereto.

W I T N E S S E T H

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of June 6, 2014, in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Agent for the benefit of each Secured Party (as defined in the Security Agreement), to secure the Secured Obligations (as defined in the Security Agreement), a continuing security interest in all of such Grantor’s right title and interest and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the trademarks set forth on Schedule A and all goodwill of such Grantor’s business associated with the use of, and symbolized by, each such trademark (the “Released Trademarks”);

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on June 9, 2014, at Reel/Frame No. 005298/0633; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Grantor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement and Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its continuing security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in any applicable governmental office or agency. The Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Released Trademarks.

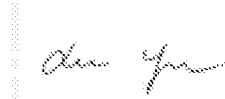
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of this Release by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Release.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

GOLDMAN SACHS BDC, INC.,
as Agent

A handwritten signature in cursive script, appearing to read "David Yu", is positioned to the right of a vertical dotted line.

By: _____

Name: David Yu

Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date
NTS-ONLINE	77100461	02/06/2007	3573121	02/10/2009
NTS-ONLINE (with design)	75715821	05/25/1999	2377240	08/15/2000
NTS COMMUNICATIONS (with design)	74358795	02/16/1993	1798210	10/12/1993
NTS COMMUNICATIONS	73444030	09/21/1983	1293303	09/04/1984