

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COBANK, ACB, AS ADMINISTRATIVE AGENT		10/31/2019	FEDERALLY CHARTERED INSTRUMENTALITY: UNITED STATES
RECEIVING PARTY DATA			
Name:	E. RITTER COMMUNICATIONS HOLDINGS, INC.		
Street Address:	2400 RITTER DRIVE		
City:	JONESBORO		
State/Country:	ARKANSAS		
Postal Code:	72401		
Entity Type:	Corporation: ARKANSAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4167308	TUBETOWN	
Registration Number:	4167309	RIGHT BY YOU	
Registration Number:	4216871	Q U A N T U M	
Registration Number:	4541489	QUANTUMTALK	
Serial Number:	85681499	QUANTUMNET	
Serial Number:	85681998	QUANTUMCLOUD	
Serial Number:	85681772	QUANTUMCONNECT	
Serial Number:	85681994	QUANTUM-E	
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>			
Email:	stacyfredrich@eversheds-sutherland.com		
Correspondent Name:	EVERSHEDS SUTHERLAND (US) LLP		
Address Line 1:	999 Peachtree St NE		
Address Line 2:	Suite 2300		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	10801.0544		

CH \$215.00 4167308

NAME OF SUBMITTER:	Stacy D. Fredrich
SIGNATURE:	/Stacy D. Fredrich/
DATE SIGNED:	10/31/2019
Total Attachments: 5 source=Release#page1.tif source=Release#page2.tif source=Release#page3.tif source=Release#page4.tif source=Release#page5.tif	

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (“Security Release”) effective as of October 31, 2019, executed and delivered by COBANK, ACB, (“CoBank”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties, in favor of E. Ritter Communications Holdings, Inc. (the “Grantor” and the “Borrower”) and certain of its Subsidiaries (each a “Guarantor” and, collectively, the “Guarantors”; the Guarantors collectively with the Borrower, the “Loan Parties”).

WHEREAS, the Borrower, the Guarantors, the Administrative Agent, and the Lenders entered into an Amended and Restated Credit Agreement, dated as of June 24, 2015 (as amended, modified, restated or supplemented from time to time, the “Credit Agreement”; defined terms used but not otherwise defined herein shall have the meanings when used herein as set forth in the Credit Agreement), and, in connection therewith and to secure the obligations of the Loan Parties arising thereunder, the Grantor executed a Grant of Security Interest in Trademarks (the “IP Security Agreement”), whereby the Grantor granted the Administrative Agent a security interest in the Trademarks (as defined in the IP Security Agreement), including the intellectual property rights listed on Schedule A attached hereto;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on December 13, 2012 at Reel/Frame 4918/0417;

WHEREAS, as of the date set forth above, the Borrower has paid in full all Obligations and Secured Obligations under the Credit Agreement and the Administrative Agent has terminated all Liens with respect to the Collateral, the Administrative Agent now agrees to release the security interests it may have with respect to the Trademarks listed on Schedule A, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

Section 1. Release of Security in Collateral. The Administrative Agent hereby does release, sell, assign and transfer to the Grantor without recourse, representation or warranty of any kind (except as provided in Section 2 hereof) Administrative Agent's absolute, unconditional, continuing first priority security interest in and to Grantor's entire right, title, and interest in and to the Collateral, including all rights the Administrative Agent may have with respect to the Trademarks, including those Trademarks listed on Schedule A attached hereto, and all of the goodwill associated with and symbolized by the trademarks; and

(a) any and all claims and causes of action for past, present, or future infringement of any Trademarks, including the right to sue for and collect damages for infringement of the Trademarks; and

(b) any and all rights the Administrative Agent may have to licenses or rights granted under any of the Trademarks, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(c) any and all amendments, renewals, reissuances and replacements of any of the foregoing Collateral; and

(d) any and all rights to products and proceeds of the foregoing; and

the foregoing to be held and enjoyed by the Grantor, for its own use, and for their legal representatives and assigns, to the full end of the term for which said Trademarks have been granted, as fully and entirely as the same would have been held by the Grantor had this assignment and sale not been made.

Section 2. Representations. The Administrative Agent hereby represents to the Grantor that the Administrative Agent has not assigned its interest in the Trademarks, including Trademarks listed on Schedule A attached hereto, and that the Administrative Agent has all due authority to enter into this Security Release and perform its terms.

Section 3. Binding Effects; Benefits. This Security Release shall be binding upon the Administrative Agent and its successors and assigns, and shall inure to the benefit of the Grantor and its successors and assigns.

Section 4. Section Headings. The Section Headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the Administrative Agent has duly executed and delivered this Security Release as of the date and year first written above.

COBANK, ACB

By: *Gloria Hancock*

Name: Gloria Hancock

Title: Managing Director

[Intellectual Property Security Release Agreement]

TRADEMARK
REEL: 006784 FRAME: 0634

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark (Tradename)	Registration No.	Country	Filing Date
E. Ritter Communications Holdings, Inc. dba Ritter Communications	The literal element of the mark consists of Tubetown. The color(s) blue, red, green, and black is/are claimed as a feature of the mark. The mark consists of a circle with a curved letter T creating a break in the border of the circle and dividing it into three sections. The top portion of the circle is in the color blue (PANTONE solid uncoated 072 U), clockwise from the top section, the next section is in the color green (PANTONE solid uncoated 356 U), followed by the final section in the color red (PANTONE solid uncoated 1797 U). The word Tubetown is underneath the circle with the letter T capitalized and the remaining letters in lower case. The word Tubetown is in gradations of the color black.	Reg. No. 4,167,308 Serial#85-460,855	USA	Filed on 10/31/11
E. Ritter Communications Holdings, Inc. dba Ritter Communications	Right by You – The mark consists of standard characters without claim to any particular font, style, size or color.	Reg. No. 4,167,309 Ser. No. 85-460,895	USA	Filed on 10/31/11
E. Ritter Communications Holdings, Inc. dba Ritter Communications	Quantum - THE MARK CONSISTS OF THE WORD "QUANTUM" IN ALL CAPITAL LETTERS WITH THE LETTER "A" OF "QUANTUM" FORMED BY AN INVERTED LETTER "V" AND THE ENTIRE WORD "QUANTUM" UNDER AN ARC WITH A CIRCLE AT EACH END OF THE ARC.	Reg. No. 4,216,871 Ser. No. 85-508-013	USA	Filed on 1/3/12
E. Ritter Communications Holdings, Inc. dba Ritter Communications	MARK: QuantumNet (Standard Characters, mark.jpg). The literal element of the mark consists of QuantumNet. The mark consists of standard characters, without claim to any particular font, style, size, or color.	Serial No. 85681499	USA	Application under review

Grantor	Mark (Tradename)	Registration No.	Country	Filing Date
E. Ritter Communications Holdings, Inc. dba Ritter Communications	MARK: QuantumTalk (Standard Characters, mark.jpg). The literal element of the mark consists of QuantumTalk. The mark consists of standard characters, without claim to any particular font, style, size, or color.	Serial No. 85681827	USA	Application under review
E. Ritter Communications Holdings, Inc. dba Ritter Communications	MARK: QuantumCloud (Standard Characters, mark.jpg) The literal element of the mark consists of QuantumCloud. The mark consists of standard characters, without claim to any particular font, style, size, or color.	Serial No. 85681998	USA	Application under review
E. Ritter Communications Holdings, Inc. dba Ritter Communications	MARK: QuantumConnect (Standard Characters, mark.jpg) The literal element of the mark consists of QuantumConnect. The mark consists of standard characters, without claim to any particular font, style, size, or color.	Serial No. 85681772	USA	Application under review
E. Ritter Communications Holdings, Inc. dba Ritter Communications	MARK: Quantum-E (Standard Characters, mark.jpg) The literal element of the mark consists of Quantum-E. The mark consists of standard characters, without claim to any particular font, style, size, or color.	Serial No. 85681994	USA	Application under review