

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Continental Broadband, LLC		12/02/2019	Limited Liability Company: VIRGINIA
Continental Broadband Pennsylvania, LLC		12/02/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5113750	EXPEDIENT	
Registration Number:	5197284	THE OUTCOME YOU'RE LOOKING FOR	
Registration Number:	5199266	EXPEDIENT	
Registration Number:	4535841	CONTINENTAL BROADBAND	
Registration Number:	3073468	ETHERNET ANYWHERE	
Registration Number:	3542610	EXPEDIENT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1158774 TM		

OP \$165.00 5113750

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/03/2019
Total Attachments: 4 source=10. Jolly Roger - Trademark Security Agreement#page2.tif source=10. Jolly Roger - Trademark Security Agreement#page3.tif source=10. Jolly Roger - Trademark Security Agreement#page4.tif source=10. Jolly Roger - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2019, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Cortland Capital Market Services LLC in its capacity as administrative agent for the Secured Parties under the Security Agreement referred to below (the “**Administrative Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Loan Parties party thereto and the Administrative Agent, in order to secure payments of certain Obligations (as defined in the Credit Agreement), each Grantor has assigned, pledged and granted to the Administrative Agent a continuing security interest in and to all of its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, in each case solely, to the extent the same constitute Collateral (the “**Trademarks**”). Until the Termination Date (as defined in the Security Agreement), the Administrative Agent shall retain its security interest in the Trademarks granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

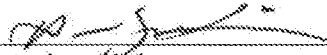
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grant the Administrative Agent a lien on and security interest in, all of its right, title and interest in, to and under the Trademarks. In the event of any conflict between the terms of this agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement).


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONTINENTAL BROADBAND, LLC, as Grantor

By: 
Name: Andrew Kirby
Title: Vice President

CONTINENTAL BROADBAND PENNSYLVANIA, LLC, as Grantor

By: 
Name: Andrew Kirby
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006807 FRAME: 0045**

ACCEPTED AND ACKNOWLEDGED BY:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent

By: J. K.
Name: Jon Kirschmeier
Title: Associate Counsel

**Schedule I
Trademarks**

U.S. Trademarks and Applications

Title	App. #/ Reg. #	Current Owner
EXPEDIENT	5113750	Continental Broadband, LLC
THE OUTCOME YOU'RE LOOKING FOR	5197284	Continental Broadband, LLC
EXPEDIENT and Design (Stylized)	5199266	Continental Broadband, LLC
CONTINENTAL BROADBAND	4535841	Continental Broadband, LLC
ETHERNET ANYWHERE	3073468	Continental Broadband Pennsylvania, LLC
EXPEDIENT	3542610	Continental Broadband, LLC