

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561391

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNITI GROUP LP		02/10/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL AGENT		
<b>Street Address:</b>	60 WALL STREET		
<b>Internal Address:</b>	24TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5050441	CS&L	
<b>Registration Number:</b>	5317562	UNITI	
<b>Registration Number:</b>	5307101	UNITI	
<b>Registration Number:</b>	5633240	UNITI	
<b>Registration Number:</b>	5756927	UNITI	
<b>Serial Number:</b>	86854156	UNITI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Ste 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1185131 TM Uniti		

OP \$165.00 5050441

<b>NAME OF SUBMITTER:</b>	Mackenzie Korf
<b>SIGNATURE:</b>	/Mackenzie Korf/
<b>DATE SIGNED:</b>	02/10/2020
<b>Total Attachments: 5</b> source=Trademark Cover Sheet (Uniti Group LP)#page2.tif source=Trademark Cover Sheet (Uniti Group LP)#page3.tif source=Trademark Cover Sheet (Uniti Group LP)#page4.tif source=Trademark Cover Sheet (Uniti Group LP)#page5.tif source=Trademark Cover Sheet (Uniti Group LP)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 10, 2020 (this “**Agreement**”) among Uniti Group LP, as grantor (the “**Grantor**”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent for the Secured Parties.

Reference is made to the Security Agreement dated as of February 10, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Uniti Group LP, Uniti Fiber Holdings Inc., Uniti Group Finance 2019 Inc. and CSL Capital, LLC (each, an “**Issuer**” and together, the “**Issuers**”), as grantors, the other grantors party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Issuers are set forth in the Indenture dated as of February 10, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Issuers, the Guarantors party thereto, Deutsche Bank Trust Company Americas, as Trustee and Collateral Agent. The Grantor is an affiliate of the Issuers and will derive substantial benefits from the issuance of the Notes. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Indenture also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantees of the Secured Obligations made pursuant to Article 11 of the Indenture, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, and all goodwill associated therewith (collectively, the “**Trademark Collateral**”):

All Trademarks, including those listed on Schedule I hereto; *provided* that the grant of security interest shall not include any “intent-to-use” trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of the Grantor’s Secured Obligations and any Lien arising therefrom shall be automatically released upon

termination of the Security Agreement or release of the Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 13.07 of the Indenture with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

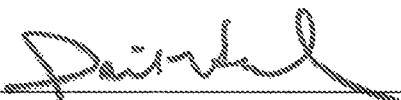
Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UNITI GROUP LP,  
as Grantor

By: UNITI GROUP INC., its General Partner

By: 

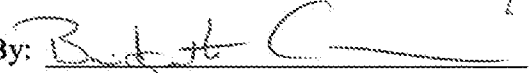
Name: Daniel Heard

Title: Executive Vice President -  
General Counsel and Secretary


*[Signature page to Trademark Security Agreement -- Uniti Group LP]*

**TRADEMARK**  
**REEL: 006860 FRAME: 0844**

DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Collateral Agent

By: 

Name: **Bridgette Casasnovas**  
Title: **Vice President**

  
ROBERT S. PESCHLER  
VICE PRESIDENT

*[Signature page to Trademark Security Agreement -- Uniti Group LP]*

**Schedule I to  
Trademark Security Agreement**

**UNITED STATES Trademarks, Service Marks and Trademark Applications**

<u>Grantor</u>	<u>Trademark or Service Mark</u>	<u>Date Granted</u>	<u>Registration No. and Jurisdiction</u>
Uniti Group LP	CS&L	December 19, 2014	5050441 (United States)
Uniti Group LP	UNITI	July 20, 2015	5317562 (United States)
Uniti Group LP	UNITI	September 23, 2015	5307101 (United States)
Uniti Group LP	UNITI	December 18, 2015	5633240 (United States)
Uniti Group LP	UNITI	October 8, 2018	5756927 (United States)

<u>Grantor</u>	<u>Trademark or Service Mark Application</u>	<u>Date Filed</u>	<u>Serial No. and Jurisdiction</u>
Uniti Group LP	UNITI	December 18, 2015	86854156 (United States)

Signature Page for Trademark Security Agreement

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