

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZAYO GROUP, LLC		03/09/2020	Limited Liability Company: DELAWARE
Allstream Business US, LLC		03/09/2020	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	U.S. Bank, National Association
Street Address:	60 LIVINGSTON AVENUE, EP-MN-WS3C
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3950544	SPREAD NETWORKS
Registration Number:	3950542	SPREAD NETWORKS
Registration Number:	4672096	TIERED COMPUTE
Registration Number:	4989065	TRANZACT
Registration Number:	4550768	ZAYO GROUP
Registration Number:	3500857	ZAYO
Registration Number:	3971264	ZCOLO
Registration Number:	4822762	ZTECH
Registration Number:	5073880	
Registration Number:	2372325	ELECTRIC LIGHTWAVE
Registration Number:	1716539	ELECTRIC LIGHTWAVE
Registration Number:	4552538	
Registration Number:	2694680	INTEGRA TELECOM
Registration Number:	3590367	INTEGRA
Registration Number:	3686558	INTEGRACARE
Registration Number:	5198159	OPTICACCESS

OP \$515.00 3950544

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4548494	TECHNOLOGY YOU TRUST. PEOPLE YOU KNOW.
Registration Number:	5975844	ZAYO
Serial Number:	87920264	CLOUDLINK BY ZAYO
Serial Number:	88614829	OUR FIBER FUELS GLOBAL INNOVATION

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202.370.4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
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:	1202843 Bond
NAME OF SUBMITTER:	Mariah Jo Kenna
SIGNATURE:	/Mariah Jo Kenna/
DATE SIGNED:	03/20/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 9, 2020 (this “Agreement”), among Zayo Group, LLC, Allstream Business US, LLC (each a “Grantor”) and U.S. Bank National Association (“U.S. Bank”) in its capacity as collateral agent for the Secured Notes Secured Parties as defined in the Indenture referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) that certain Indenture dated as of March 9, 2020, between Front Range BidCo, Inc., a Delaware corporation (the “Initial Issuer”), and U.S. Bank, in its capacities as trustee and Collateral Agent (the “Base Indenture”), (b) that certain First Supplemental Indenture, dated as of March 9, 2020, among Zayo Group Holdings, Inc., a Delaware corporation (the “Issuer”), Front Range TopCo, Inc., a Delaware corporation (“Holdings”), the subsidiary guarantors party thereto and U.S. Bank, in its capacity as trustee (together with the Base Indenture and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) and (c) the Pledge and Security Agreement dated as of March 9, 2020 (the “Security Agreement”), by and among Holdings, the Initial Issuer, the Issuer, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Secured Notes Secured Parties have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Indenture; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 or the Indenture, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Notes Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Notes Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the 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 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but

all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

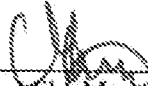
SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *INTERCREDITOR AGREEMENTS GOVERN.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED NOTES SECURED PARTIES PURSUANT TO THIS SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AND THIS SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


[Signature Pages Follow]

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

ZAYO GROUP, LLC

By:  _____
Name: Mike Modney
Title: Secretary





ALLSTREAM BUSINESS US, LLC

By:  _____
Name: Mike Modney
Title: Secretary

[Signature Page to Trademark Security Agreement]

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Registered Owner	Status
	3950544	4/26/2011	Zayo Group, LLC	Registered
SPREAD NETWORKS	3950542	4/26/2011	Zayo Group, LLC	Registered
TIERED COMPUTE	4672096	1/13/2015	Zayo Group, LLC (as successor in interest to Clearview International LLC)	Registered (to be abandoned at next renewal)
	4989065	6/28/2016	Zayo Group, LLC	Registered
ZAYO GROUP	4550768	6/17/2014	Zayo Group, LLC	Registered
	3500857	9/16/2008	Zayo Group, LLC	Registered
ZCOLO	3971264	5/31/2011	Zayo Group, LLC	Registered
ZTECH	4822762	9/29/2015	Zayo Group, LLC	Registered
Circle Design	5073880	11/1/2016	Allstream Business US, LLC	Registered
ELECTRIC LIGHTWAVE & Design	2372325	8/1/2000	Allstream Business US, LLC	Registered
ELECTRIC LIGHTWAVE	1716539	9/15/1992	Allstream Business US, LLC	Registered
Four Circles Design	4552538	6/17/2014	Allstream Business US, LLC	Registered
INTEGRA TELECOM & Design	2694680	3/11/2003	Allstream Business US, LLC	Registered
INTEGRA	3590367	3/17/2009	Allstream Business US, LLC	Registered
INTEGRACARE	3686558	9/22/2009	Allstream Business US, LLC	Registered
OPTICACCESS & Design	5198159	5/9/2017	Allstream Business US, LLC	Registered
TECHNOLOGY YOU TRUST. PEOPLE YOU KNOW.	4548494	6/10/2014	Allstream Business US, LLC	Registered
	5975844	2/4/2020	Zayo Group, LLC	Registered

U.S. TRADEMARK APPLICATIONS

Trademark	Application	Application Date	Application	Status
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	Number		Owner	
CLOUDLINK BY ZAYO	87920264	5/14/18	Zayo Group, LLC	Pending
OUR FIBER FUELS GLOBAL INNOVATION	88614829	9/12/19	Zayo Group, LLC	Pending