

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as the prior collateral agent under the TSA		05/04/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as the successor collateral agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3390048	WINDSTREAM	
Registration Number:	3390047	WINDSTREAM	
Registration Number:	3327493	WINDSTREAM	
Registration Number:	3357666	WINDSTREAM	
Registration Number:	3390070	WINDSTREAM W	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	2128367319		
Email:	paul.somelofske@arnoldporter.com		
Correspondent Name:	Paul J. Somelofske		
Address Line 1:	C/O Arnold & Porter Kaye Scholer LLP		
Address Line 2:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		

OP \$140.00 3390048

DATE SIGNED:	05/04/2020
---------------------	------------

Total Attachments: 6

- source=Windstream - Trademark Security Interest Assignment (R4036, F0680) [Executed]#page1.tif
- source=Windstream - Trademark Security Interest Assignment (R4036, F0680) [Executed]#page2.tif
- source=Windstream - Trademark Security Interest Assignment (R4036, F0680) [Executed]#page3.tif
- source=Windstream - Trademark Security Interest Assignment (R4036, F0680) [Executed]#page4.tif
- source=Windstream - Trademark Security Interest Assignment (R4036, F0680) [Executed]#page5.tif
- source=Windstream - Trademark Security Interest Assignment (R4036, F0680) [Executed]#page6.tif

**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of May 4, 2020, by JPMORGAN CHASE BANK, N.A. ("JPM"), as the prior collateral agent under the TSA (as defined below) and the Security Agreement (as defined below) (in such capacity, "Assignor"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Amended and Restated Security Agreement, originally dated as of July 17, 2006 and amended and restated as of April 24, 2015 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), among Windstream Services, LLC (as successor to ALLTEL Holding Corp.) ("Windstream"), the other grantors party thereto, including Windstream Services, LLC (as successor to Windstream Intellectual Property Services, Inc.) ("WIPS"), and Assignor;

WHEREAS, pursuant to (i) the Trademark Security Agreement, dated as of June 22, 2009 (the "TSA"), made by WIPS in favor of Assignor, which was recorded with the United States Patent and Trademark Office on August 3, 2009 on Reel 4036 / Frame 0680, and (ii) the Security Agreement, WIPS has granted to Assignor a security interest in, and lien on, all of its right, title and interest in, to and under, inter alia, the Trademark Collateral (as defined in the TSA) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof;

WHEREAS, effective as of May 4, 2020, Assignor resigned as administrative agent and collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Resignation and Assignment Agreement, dated as of May 4, 2020, among Assignor, Assignee, Windstream, and Required Lenders (as defined in the Credit Agreement), Assignee has assumed and succeeded to all of the rights, powers, interests, privileges, protections and duties of JPM as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents (including, without limitation, under the Security Agreement and the TSA); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the TSA, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the TSA, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of WIPS. WIPS hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, 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.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

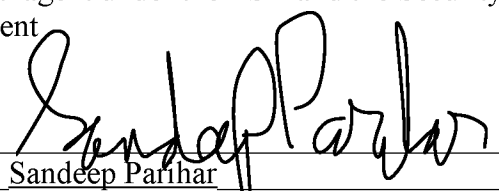
5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

AGREEMENT ASSIGNOR:

JPMORGAN CHASE BANK, N.A., as the prior collateral agent under the TSA and the Security Agreement

By: 
Name: Sandeep Parihar
Title: Executive Director

AGREEMENT ASSIGNEE:

**CORTLAND CAPITAL MARKET SERVICES
LLC, as the successor collateral agent**


By: 

Name: Winsalynn N. Kantaris

Title: Associate General Counsel

ACKNOWLEDGED AND AGREED:

WINDSTREAM SERVICES, LLC

By: 

Name: Robert E. Gunderman

Title: Chief Financial Officer and Treasurer

Signature Page to Trademark Security Interest Assignment Agreement

TRADEMARK
REEL: 006929 FRAME: 0480

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

U.S. Trademarks and Trademark Applications

TRADEMARK	REG. NO.	REG. DATE
WINDSTREAM	3390048	Registered 02.26.08
WINDSTREAM	3390047	Registered 02.26.08
WINDSTREAM	3327493	Registered 10.30.07
WINDSTREAM	3357666	Registered 12.18.07
WINDSTREAM w (w/ stylized "w")	3390070	Registered 02.26.08