

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574684

| | | | |
|---|---|-----------------------|--|
| 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2463818 | IOWA TELECOM | |
| 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/ | | |
| DATE SIGNED: | 05/04/2020 | | |
| Total Attachments: 6 | | | |
| source=Windstream - Trademark Security Interest Assignment (R4240, F0075) [Executed]#page1.tif | | | |
| source=Windstream - Trademark Security Interest Assignment (R4240, F0075) [Executed]#page2.tif | | | |

OP \$40.00 2463818

source=Windstream - Trademark Security Interest Assignment (R4240, F0075) [Executed]#page3.tif
source=Windstream - Trademark Security Interest Assignment (R4240, F0075) [Executed]#page4.tif
source=Windstream - Trademark Security Interest Assignment (R4240, F0075) [Executed]#page5.tif
source=Windstream - Trademark Security Interest Assignment (R4240, F0075) [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 Iowa Communications, LLC (as successor to Windstream Iowa Communications, Inc.) ("WIC"), and Assignor;

WHEREAS, pursuant to (i) the Trademark Security Agreement, dated as of June 25, 2010 (the "TSA"), made by WIC in favor of Assignor, which was recorded with the United States Patent and Trademark Office on July 12, 2010 on Reel 4240 / Frame 0075, and (ii) the Security Agreement, WIC 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 WIC. WIC 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.

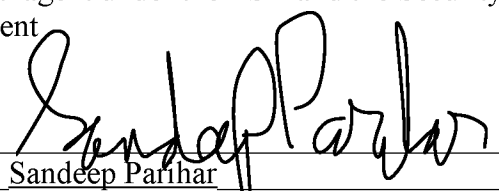
5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail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

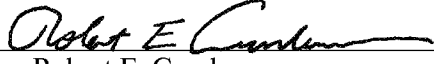
By: 

Name: Winsalynn N. Kantaris

Title: Associate General Counsel

ACKNOWLEDGED AND AGREED:

WINDSTREAM IOWA COMMUNICATIONS, LLC,
a Delaware limited liability company

By: 
Name: Robert E. Gunderman
Title: Chief Financial Officer and Treasurer

Signature Page to Trademark Security Interest Assignment Agreement

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

U.S. Trademarks and Trademark Applications

| TRADEMARK | REG. NO. | REG. DATE |
|-----------------------|-----------------|------------------|
| IOWA TELECOM & Design | 2463818 | 06/21/2001 |