

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576918

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORTH STATE TELEPHONE COMPANY		05/18/2020	Corporation: NORTH CAROLINA
LUMOS NETWORKS INC.		05/18/2020	Corporation: VIRGINIA
SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC		05/18/2020	Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5451415	NORTHSTATE
Registration Number:	5601503	FIBERSITE
Registration Number:	4503392	CLOUD VOICE
Registration Number:	4291169	NORTHSTATE BUSINESS
Registration Number:	5985362	SEGRA
Registration Number:	5946063	CONNECTING YOU TO YOUR WORLD

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Vermont Ave NW, Suite 1130
 Address Line 2: COGENCY GLOBAL Inc.
 Address Line 4: Washington, D.C. 20005

TRADEMARK

ATTORNEY DOCKET NUMBER:	1222060
NAME OF SUBMITTER:	TALIA SCOTT
SIGNATURE:	/TALIA SCOTT/
DATE SIGNED:	05/18/2020

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 18, 2020 (this "Agreement"), by and among North State Telephone Company, a North Carolina corporation located at 4100 Mendenhall Oaks Parkway, Suite 300, High Point, North Carolina 27265, Lumos Networks Inc., a Virginia corporation located at One Lumos Plaza, Waynesboro, VA 22980 and South Carolina Telecommunications Group Holdings, LLC, a South Carolina limited liability company located at 1500 Hampton Street, Suite 101, Columbia, SC 29201 (each a "Grantor" and, collectively, the "Grantors") and Morgan Stanley Senior Funding, Inc. in its capacity as administrative agent and collateral agent (in such capacities, the "Administrative Agent").

WHEREAS, reference is made to (a) the Credit Agreement, dated as of November 17, 2017 (as amended by the First Amendment thereto, dated as of March 14, 2018, the Second Amendment thereto, dated as of May 18, 2018, the Third Amendment thereto, dated as of May 22, 2019, the Fourth Amendment thereto, dated as of May 18, 2020 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MTN Infrastructure Intermediate, LP ("Holdings"), MTN Infrastructure TopCo, Inc. (the "Borrower"), the lenders from time to time party thereto, the Administrative Agent and Morgan Stanley Senior Funding, Inc., Goldman Sachs Bank USA and SunTrust Bank, as Issuing Banks, and (b) the Pledge and Security Agreement dated as of November 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; 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 Credit Agreement, 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 Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the 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 Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 SECURITY 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.

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

NORTH STATE TELEPHONE COMPANY

By: 

Name: Mary McDermott
Title: General Counsel and Secretary

LUMOS NETWORKS INC.

By: 

Name: Mary McDermott
Title: General Counsel and Secretary

SOUTH CAROLINA
TELECOMMUNICATIONS GROUP
HOLDINGS, LLC

By: 

Name: Mary McDermott
Title: General Counsel and Secretary

[Signature Page to Trademark Security Agreement]

MORGAN STANLEY SENIOR FUNDING, INC.

By:

Joanne Braid

Name: Joanne Braid

Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
North State Telephone Company	5451415	NORTHSTATE
North State Telephone Company	5601503	FIBERSITE
North State Telephone Company	4503392	CLOUD VOICE
North State Telephone Company	4291169	NORTHSTATE BUSINESS
Lumos Networks Inc.	5985362	SEGRA
South Carolina Telecommunications Group Holdings, LLC	5946063	CONNECTING YOU TO YOUR WORLD

TRADEMARK APPLICATIONS

None.