

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM601611

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900571399		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Radiate Holdco, LLC		09/25/2020	Limited Liability Company: DELAWARE
Grande Communications Networks LLC		09/25/2020	Limited Liability Company: DELAWARE
RCN Telecom Services, LLC		09/25/2020	Limited Liability Company: DELAWARE
WaveDivision Holdings, LLC		09/25/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4095695	GRANDE COMMUNICATIONS	
<b>Registration Number:</b>	2514442	GRANDE COMMUNICATIONS	
<b>Registration Number:</b>	5172354	GRANDE2GO	
<b>Registration Number:</b>	2471719	RCN	
<b>Registration Number:</b>	2715673	RCN	
<b>Registration Number:</b>	5318048	#FEELTHEGIG	
<b>Registration Number:</b>	5476148	GOTTAGETTAGIG!	
<b>Registration Number:</b>	5643937	#GETTAGIG	
<b>Registration Number:</b>	5476147	GETTAGIG!	
<b>Serial Number:</b>	77837586	COME HOME TO RCN	
<b>Serial Number:</b>	77617501	RCN BUSINESS SERVICES VOICE DATA VIDEO	
<b>Registration Number:</b>	3036449	WAVE	
<b>Registration Number:</b>	3806490	WAVE	
<b>TRADEMARK</b>			

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	4570092	ALL-IN-ONE HOME NETWORK GATEWAY

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240  
*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	10/07/2020

**Total Attachments: 6**

source=Radiate - Trademark Security Agreement (Executed with updated schedule)#page1.tif  
source=Radiate - Trademark Security Agreement (Executed with updated schedule)#page2.tif  
source=Radiate - Trademark Security Agreement (Executed with updated schedule)#page3.tif  
source=Radiate - Trademark Security Agreement (Executed with updated schedule)#page4.tif  
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source=Radiate - Trademark Security Agreement (Executed with updated schedule)#page6.tif

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Radiate Holdco, LLC
- 2. Grande Communications Networks LLC
- 3. RCN Telecom Services, LLC
- 4. WaveDivision Holdings, LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other 1. LLC-DE; 2. LLC-DE; 3. LLC-DE; 4. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 25, 2020

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: Wilmington Trust, National Association

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MN

Country: USA Zip: 55402

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☒ Association Citizenship USA  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text  
See Schedule I

B. Trademark Registration No.(s)  
See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

14

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

September 25, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 25, 2020, by and among (a) **RADIATE HOLDCO, LLC**, (b) **GRANDE COMMUNICATIONS NETWORKS LLC**, (c) **RCN TELECOM SERVICES, LLC**, (d) **WAVEDIVISION HOLDINGS, LLC** (each, a “Grantor” and collectively, the “Grantors”) and (e) **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”).

### **W I T N E S S E T H:**

WHEREAS, each Grantor is party to a Pledge and Security Agreement, dated as of September 25, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of such Grantor, including those listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest 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 security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement in accordance with the terms of the Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or the keeping of electronic records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

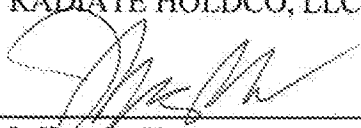
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Indenture as if such rights, privileges and immunities were set forth herein.

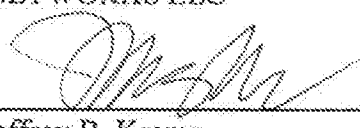
**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

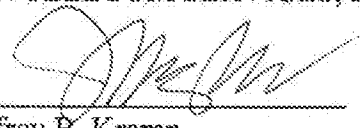
RADIATE HOLDCO, LLC

By:   
Name: Jeffrey B. Kramp  
Title: Executive Vice President, Secretary and  
General Counsel


GRANDE COMMUNICATIONS  
NETWORKS LLC

By:   
Name: Jeffrey B. Kramp  
Title: Executive Vice President, Secretary and  
General Counsel

RCN TELECOM SERVICES, LLC

By:   
Name: Jeffrey B. Kramp  
Title: Executive Vice President, Secretary and  
General Counsel


WAVEDIVISION HOLDINGS, LLC

By:   
Name: Jeffrey B. Kramp  
Title: Executive Vice President, Secretary and  
General Counsel

Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Collateral Agent

By: \_\_\_\_\_

  
Name: Jane Y. Schweiger  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007098 FRAME: 0181**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK COLLATERAL

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

<b>Owner/Grantor</b>	<b>Trademark</b>	<b>Registration Number (Application Number)</b>	<b>Jurisdiction</b>	<b>Registration Date (Application Date)</b>
Grande Communications Networks LLC	GRANDE COMMUNICATIONS	4095695 (85299028)	United States	February 7, 2012 (April 19, 2011)
Grande Communications Networks LLC	GRANDE COMMUNICATIONS	2514442 (76016782)	United States	December 4, 2001 (April 4, 2000)
Grande Communications Networks LLC	GRANDE2GO	5172354 (86768990)	United States	March 28, 2017 (September 25, 2015)
RCN Telecom Services, LLC	RCN	2471719 (76105858)	United States	July 24, 2001 (August 9, 2000)
RCN Telecom Services, LLC	RCN	2715673 (76435295)	United States	May 13, 2003 (July 29, 2002)
RCN Telecom Services, LLC	#FEELTHEGIG	5318048 (87080887)	United States	October 24, 2017 (June 22, 2016)
RCN Telecom Services, LLC	GOTTAGETTAGIG	5476148 (87080875)	United States	May 22, 2018 (June 22, 2016)
RCN Telecom Services, LLC	#GETTAGIG	5643937 (87080871)	United States	January 1, 2019 (June 22, 2016)
RCN Telecom Services, LLC	GETTAGIG	5476147 (87080867)	United States	May 22, 2018 (June 22, 2016)
RCN Telecom Services, LLC	COME HOME TO RCN	N/A (77837586)	United States	N/A (September 29, 2009)
RCN Telecom Services, LLC	RCN BUSINESS SERVICES VOICE DATA VOICE	N/A (77617501)	United States	N/A (November 19, 2008)
WaveDivision Holdings, LLC	WAVE	3,036,449 (78214718)	United States	December 27, 2005 (February 13, 2003)
WaveDivision Holdings, LLC	WAVE	3,806,490 (77858770)	United States	June 22, 2010 (October 27, 2009)
WaveDivision Holdings, LLC	ALL-IN-ONE HOME NETWORK GATEWAY	4,570,092 (85807760)	United States	July 15, 2014 (December 20, 2012)