

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Windstream Services, LLC		09/21/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Windstream Services II, LLC		
Street Address:	4001 Rodney Parham Road		
City:	Little Rock		
State/Country:	ARKANSAS		
Postal Code:	72212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3390047	WINDSTREAM	
Registration Number:	3390048	WINDSTREAM	
Registration Number:	3327493	WINDSTREAM	
Registration Number:	3357666	WINDSTREAM	
Registration Number:	3390070	WINDSTREAM W	
Registration Number:	4993941	KINETIC	
Registration Number:	4994299	KINETIC TV	
Registration Number:	5987799	KINETIC	
Registration Number:	5401411	SDNOW	
Registration Number:	5557122	WINDSTREAM ENTERPRISE	
Registration Number:	5557123	CONNECT. TRANSFORM. ELEVATE.	
Registration Number:	5776551	WE	
Registration Number:	5776552	WE	
Serial Number:	88874187	PRO PACK	
Serial Number:	88874190	HOME EXEC PACK	
CORRESPONDENCE DATA			
Fax Number:	2144143814		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 3390047

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2144143816
Email: dustin@regitzmauck.com
Correspondent Name: Dustin Mauck
Address Line 1: 1700 Pacific Ave, Suite 2610
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Dustin Mauck
SIGNATURE:	/Dustin Mauck/
DATE SIGNED:	11/22/2020

Total Attachments: 3

source=Windstream - Asset Contribution Agreement - Services to Services II (Executed)_(70819591_7)#page1.tif
source=Windstream - Asset Contribution Agreement - Services to Services II (Executed)_(70819591_7)#page2.tif
source=Windstream - Asset Contribution Agreement - Services to Services II (Executed)_(70819591_7)#page3.tif

EXECUTION AGREEMENT

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this “Agreement”) is entered into as of September 21, 2020, between Windstream Services, LLC, a Delaware limited liability company (“Assignor”), and Windstream Services II, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, immediately prior to this Agreement, Windstream Holdings, Inc., a Delaware corporation and 100% parent of Assignor (“Holdings”), contributed to Assignor all of its assets, including all of the equity interests of Assignee but excluding the equity interests of Assignor (the “Prior Contribution”);

WHEREAS, Assignor desires to contribute all right, title, and interest in and to all assets and properties of every kind and nature, whether tangible, intangible, real, personal or involving rights known or unknown, fixed or unfixed, choate or inchoate, accrued, absolute, contingent, or otherwise owned by Assignor, including all assets received from Holdings but excluding the equity interests of Assignee (the “Contributed Assets”) to Assignee (the “Contribution”);

WHEREAS, Assignor desires to assign, and Assignee desires to assume from Assignor, certain liabilities of Assignor; and

WHEREAS, the parties hereto desire to enter into this Agreement in order to effect the Contribution as part of the transactions to occur on the Effective Date of (and as defined in) the Joint Chapter 11 Plan of Assignor, Holdings, and their debtor affiliates [Docket No. 1631] in the chapter 11 cases captioned In re: WINDSTREAM HOLDINGS, INC., *et al.*, Case No. 19-22312 (RDD) (including any plan supplement documents and any schedules and exhibits attached thereto), as may be amended or supplemented from time to time (the “Plan”).

NOW, THEREFORE, the parties hereto hereby agree as follows.

1. Contribution and Assignment of the Contributed Assets. Assignor hereby assigns, transfers, conveys, contributes and delivers all of its rights, title and interest in, to or under the Contributed Assets to the Assignee as a capital contribution, and Assignee hereby accepts from Assignor the Contributed Assets.

2. Assignment and Assumption. Subject to the terms and conditions of the Plan, Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all of the liabilities of Assignor that survive and are not otherwise extinguished by the terms of the Plan. For the avoidance of doubt, liabilities that are being discharged pursuant to the Plan shall not be assumed pursuant hereto.

3. Misdirected Assets. If Assignor or any of its respective affiliates discovers or receives any right, property or asset that would have been or should have been transferred as a Contributed Asset (including, if applicable, any assets transferred to Assignor pursuant to the “Misdirected Assets” provision of the agreement governing the Prior Contribution), Assignor shall

promptly transfer or cause such of its affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Assignee, and such asset will be deemed the property of Assignee held in trust by Assignor until so transferred.

4. Governing Law. This Agreement shall be governed by, and shall be construed in accordance with, the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the laws of the State of Delaware.

5. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

6. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

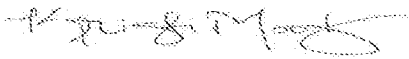
8. Further Assurances. At any time or from time to time after the date hereof, at the request of a party hereto and without further consideration, the other party hereto and its successors or assigns, shall execute and deliver, or shall cause to be executed and delivered, such other instruments of contribution and assumption and take such other actions as such party may reasonably request to effect the Contribution as contemplated hereby.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ASSIGNOR:

WINDSTREAM SERVICES, LLC

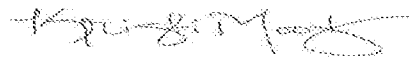
By:  _____

Name: Kristi M. Moody

Title: Executive Vice President, General Counsel &
Corporate Secretary

ASSIGNEE:

WINDSTREAM SERVICES II, LLC

By:  _____

Name: Kristi M. Moody

Title: Executive Vice President, General Counsel &
Corporate Secretary