

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zayo Group, LLC		12/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	zColo, LLC		
Street Address:	400 South Akard, Suite 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3971264	ZCOLO	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	227969-630018		
NAME OF SUBMITTER:	Debbie Wu		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	12/14/2020		
Total Attachments: 5			
source=NYCSR03A-#1974095-v1-Zeus_-_IP_Assignment_Agreement_(EXECUTED)#page1.tif			
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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this “Assignment”) is entered into as of December 14, 2020, by and between Zayo Group, LLC, a Delaware limited liability company with an office at 1821 30th Street, Unit A, Boulder, CO 80301 (the “Assignor”) and zColo, LLC, a Delaware limited liability company (the “Assignee”). The Assignor and the Assignee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.” Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed thereto in the Restructuring Agreement (as defined below).

WHEREAS, the Assignor and the Assignee have entered into that certain Restructuring Agreement dated as of September 24, 2020 (the “Restructuring Agreement”), pursuant to which, upon the terms and subject to the conditions set forth in the Restructuring Agreement, the Assignor has agreed to contribute, transfer, assign, convey and deliver to the Assignee all of the Assignor’s rights, titles and interests in, to and under the Intellectual Property included in the Transferred Assets, including, but not limited to, the registrations and applications for Intellectual Property set forth on Schedule A hereto (collectively, the “Assigned IP”); and

WHEREAS, pursuant to the Restructuring Agreement, the Assignor and the Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. The Assignor hereby contributes, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby accepts such contribution, transfer, assignment, conveyance and delivery of, all of the Assignor’s rights, titles and interests in, to and under the Assigned IP, and all goodwill of the Business associated with and symbolized by the Assigned IP, including but not limited to (i) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, dilution, unfair competition, or other violation of the Assigned IP; (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned IP; and (iii) all corresponding rights in, to and under the Assigned IP throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives.

2. Restructuring Agreement. The Parties hereby acknowledge and agree that this Assignment is subject to all of the terms, conditions and limitations set forth in the Restructuring Agreement, all of which are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Restructuring Agreement, the terms of the Restructuring Agreement shall prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Restructuring Agreement.

3. Recordation. The Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or

registrar (including any applicable foreign or international office or registrar), to record the Assignee as the owner of the patents, trademarks, copyrights, or other Assigned IP (as applicable), and to issue any and all patents, trademarks, copyrights or other Assigned IP (as applicable) to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives. The Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.

4. Successors and Assigns; No Third Party Beneficiaries. This Assignment will be binding upon, inure to the benefit of and will be enforceable by the Parties and their respective successors, permitted assigns and legal representatives. This Assignment is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, shall give or be construed to give to any Person, other than the Parties and such permitted assigns, any legal or equitable rights hereunder.

5. Headings. The headings of the sections and subsections of this Assignment are inserted for convenience only and shall not be deemed to constitute a part hereof.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without regard to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Any dispute arising out of this Assignment shall be resolved in accordance with Article VI of the Restructuring Agreement.

7. Further Assurances. At any time or from time to time after the date hereof, the Assignor shall, at the request of the Assignee and at the Assignee's cost and expense, execute and deliver any further instruments or documents and take all such further action as the Assignee may reasonably request in order to evidence or perfect the consummation of this Assignment and the rights assigned herein.

8. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future Laws effective during the term hereof, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to constitute an original and all of which shall together constitute one and the same instrument. This Assignment shall become binding when any number of counterparts, individually or taken together, shall bear the signatures of both Parties. Delivery

of an executed counterpart of this Assignment by facsimile or other electronic transmission shall be effective as delivery of an original counterpart hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have signed this Assignment effective as of the date first set forth above.

ZAYO GROUP, LLC

By: DocuSigned by:
Matt Steinfort
2F1B397C8CB04EE...
Name: Matt Steinfort
Title: Chief Financial Officer

ZCOLO, LLC

By: Zayo Group, LLC, its sole member

By: DocuSigned by:
Matt Steinfort
2F1B397C8CB04EE...
Name: Matt Steinfort
Title: Chief Financial Officer

SCHEDULE A

TO

IP ASSIGNMENT AGREEMENT

Jurisdiction	Mark	App. No. (App. Date)	Reg. No. (Reg. Date)	Goods and Services	Owner Name
U.S. Federal	ZCOLO	77825058 (11-Sept-2009)	3971264 (31-May-2011)	Classes 37, 38	Zayo Group, LLC ¹

¹ Note to Draft: This trademark is subject to unreleased security interests in favor of (a) Credit Suisse AG, dated March 9, 2020 and recorded with the USPTO on 3/20/2020 at Reel/Frame 6897/0081 and (b) U.S. Bank, National Association, dated March 9, 2020 and recorded with the USPTO on March 20, 2020 at Reel/Frame 6897/0101. As a result a partial release (and any other documentation required under the relevant financing documents) will be needed to evidence the release from the existing Seller lien.