

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEBSTER BANK, N.A., as collateral agent		12/23/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CHAMPION OPTICAL NETWORK ENGINEERING, LLC		
Street Address:	7575 East Pleasant Valley Road		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90240004	CHAMPION ONE	
Serial Number:	88922634	SKYPOD	
Serial Number:	88922653	CHANNEL ONE PARTNER PROGRAM	
Serial Number:	88922686	YES, WE'RE OPEN	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<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>			
Email:	karen.spina@faegredrinker.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square, Ste. 2000		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
NAME OF SUBMITTER:	Karen M. Spina		
SIGNATURE:	/Karen M. Spina/		
DATE SIGNED:	12/28/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of December 23, 2020, by **WEBSTER BANK, N.A.**, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”), in favor of **CHAMPION OPTICAL NETWORK ENGINEERING, LLC** (the “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain First Lien Pledge and Security Agreement, dated as of February 7, 2020, by and among the Grantor, the other grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the “Security Agreement”), and (ii) that certain First Lien Intellectual Property Security Agreement, dated as of November 24, 2020, by and between the Grantor and the Collateral Agent (the “IP Security Agreement”; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the IP Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the trademarks of the Grantor, including, without limitation, such trademark registrations and applications identified on Schedule A attached hereto (the “IP Security Interest”);

WHEREAS, the IP Security Agreement was recorded with the U.S. Patent and Trademark Office on December 7, 2020 at Reel 7124, Frame 0939;

WHEREAS, the Grantor has satisfied in full the terms of the Security Agreement and IP Security Agreement and requests a release of the IP Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the IP Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the IP Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the trademarks (including, without limitation, the trademark registrations and applications identified on Schedule A attached hereto and all extensions and renewals thereof), associated common law rights and goodwill appurtenant thereto and all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties or conventions or otherwise throughout the world.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of the Grantor, the Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release, including, without limitation, the execution, acknowledgment and delivery of any and all further instruments as the Grantor or its successors, assigns or legal representatives may reasonably request in order to confirm, effectuate or record this Release.


4. This Release and any claim, controversy, dispute or cause of action (whether in contract, equity, statute, tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be solely and exclusively governed by, and construed in accordance with, the internal laws of the State of New York, including its statutes of limitations, but without giving effect to any choice or conflict of law provision or rule thereof.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

WEBSTER BANK, N.A., as Collateral Agent

By: _____
Name: Alex Guzinski
Title: Vice President



Schedule A
Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Application or Registration No.</u>
Champion Optical Network Engineering, LLC	Champion One	90240004
Champion Optical Network Engineering, LLC	SKYPOD	88922634
Champion Optical Network Engineering, LLC	Channel One Partner Program	88922653
Champion Optical Network Engineering, LLC	Yes, We're Open	88922686