

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTT Communications, Inc		12/28/2020	Corporation: DELAWARE
GTT Americas, LLC		12/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Trust Company, as administrative agent		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808-1674		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5609742	GTT	
Registration Number:	5609701	GTT	
Registration Number:	3969500	MAKING YOUR NETWORK	
Registration Number:	3969501	NO BOUNDARIES	
Registration Number:	4635301	ONE SOURCE NETWORKS	
Registration Number:	4473258	CLOUD 2.0	
Registration Number:	3672526	YOUR BUSINESS. OUR NETWORK. FASTER.	
Registration Number:	3647264	SPARKPLUG COMMUNICATIONS	
Registration Number:	4199402	ETHERCLOUD	
Registration Number:	4276443	ETHERCLOUD	
Registration Number:	4259051	ETHERVISION	
CORRESPONDENCE DATA			
Fax Number:	2138924738		
<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:	424-386-4328		
Email:	dcip@milbank.com, marnold@milbank.com		
Correspondent Name:	Monica Arnold, Esq.		

CH \$290.00 5609742

TRADEMARK

Address Line 1: 2029 Century Park East, 33rd Floor
Address Line 2: Milbank, LLP
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 44844.00001

NAME OF SUBMITTER: Monica Arnold

SIGNATURE: /s/ Monica Arnold /s/

DATE SIGNED: 12/31/2020

Total Attachments: 11

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U.S. TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK SECURITY AGREEMENT dated as of December 28, 2020 (“Agreement”), between the signatories hereto (together with their respective successors and assigns, the “Assignors”) and Delaware Trust Company, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Priming Facility Credit Agreement, dated as of December 28, 2020 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among, *inter alios*, GTT Communications, Inc., a company organized under the laws of the State of Delaware, GTT Communications B.V., a company organized under the laws of the Netherlands, the lenders party thereto (the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, each Assignor is a party to a U.S. Pledge and Security Agreement, dated as of December 28, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Assignors, the other grantors named therein and the Administrative Agent, pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, collateral assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, each Assignor hereby collaterally assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by such Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by such Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement, in each case, as it relates to the trademarks, trade names and service marks referred to in the above clauses (i), (ii), (iii) and (iv);

(viii) all rights to sue for past, present or future infringements, dilutions or violations of any of the foregoing;

(ix) all goodwill related to any of the foregoing; and

(x) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignors, the other grantors named therein and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern. The Administrative Agent shall be afforded hereunder the same rights, protections, immunities and indemnities afforded to the Administrative Agent under the Credit Agreement.

Section 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS THAT WOULD GIVE EFFECT TO THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 5. VENUE. EACH PARTY HERETO HEREBY IRREVOCABLY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK CITY IN ANY LITIGATION OR OTHER PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS

(WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE ADMINISTRATIVE AGENT, THE SECURED CREDITORS OR THE GRANTORS IN CONNECTION HEREWITH OR THEREWITH. THE PROVISIONS OF SECTION 8.19(B) OF THE SECURITY AGREEMENT SHALL BE INCORPORATED HEREIN, *MUTATIS MUTANDIS*.

Section 6. JURY TRIAL WAIVER. THE NEW GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THE PROVISIONS OF SECTION 8.19(D) OF THE SECURITY AGREEMENT SHALL BE INCORPORATED HEREIN, *MUTATIS MUTANDIS*.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNORS:

GTT COMMUNICATIONS, INC.

By: Donna Granato
Name: Donna Granato
Title: Interim Chief Financial Officer

GTT Americas, LLC

By: Donna Granato
Name: Donna Granato
Title: Vice President, Treasurer, Secretary and
Chief Financial Officer

Accepted by:

DELAWARE TRUST COMPANY,
as Administrative Agent

By: 
Name: Sean Foronjy
Title Vice President






[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 007152 FRAME: 0110

Schedule A
to U.S. Trademark Security Agreement

Trademarks:

Grantor	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
GTT Communications, Inc.	GTT	Austria	10086/2019	January 23, 2019	302804	May 9, 2019
GTT Communications, Inc.	gtt ®	Austria	10088/2019	January 23, 2019	302805	May 9, 2019
GTT Communications, Inc.	GTT	Benelux	1389092	January 23, 2019	1389092	April 13, 2019
GTT Communications, Inc.	gtt ®	Benelux	1389091	January 23, 2019	1389091	April 13, 2019
GTT Communications, Inc.	GTT	Brazil	914369679	March 21, 2018	914369679	April 2, 2019
GTT Communications, Inc.	gtt ®	Brazil	914369458	March 21, 2018	914369458	April 2, 2019
GTT Communications, Inc.	GTT	Bulgaria	153562	January 21, 2019	106191	July 25, 2019
GTT Communications, Inc.	gtt ®	Bulgaria	153599	January 23, 2019	106181	July 24, 2019
GTT Communications, Inc.	GTT	Denmark	2019 00145	January 21, 2019	VR 2020 00749	April 5, 2020
GTT Communications, Inc.	gtt ®	Denmark	2019 00146	January 21, 2019	VR 2020 00750	April 5, 2020

Grantor	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
GTT Communications, Inc.	GTT	Germany	30 2019 001 317.0	January 23, 2019	30 2019 001 317	January 30, 2019
GTT Communications, Inc.		Germany	30 2019 001 318.9	January 23, 2019	30 2019 001 318	February 8, 2019
GTT Communications, Inc.	GTT	Italy	30201900000 5847	January 23, 2019	30201900000 5847	August 6, 2019
GTT Communications, Inc.		Italy	30201900000 5849	January 23, 2019	20201900000 5849	July 25, 2019
GTT Communications, Inc.	GTT	Switzerland	00824/2019	January 21, 2019	749310	July 8, 2020
GTT Communications, Inc.		Switzerland	00825/2019	January 21, 2019	735471	September 3, 2019
GTT Communications, Inc.	GTT	United Kingdom	3368243	January 18, 2019	3368243	May 3, 2019
GTT Communications, Inc.		United Kingdom	3368254	January 18, 2019	3368254	April 5, 2019
GTT Communications, Inc.	GTT	United States	87630257	October 2, 2017	5609742	November 20, 2018
GTT Communications, Inc.		United States	87617260	September 21, 2017	5609701	November 20, 2018

Grantor	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
GTT Americas, LLC (Registered in the name of American Broadband, Inc. which merged into GTT Americas, LLC)	Making Your Network	U.S.	85107810	August 15, 2010	3969500	May 31, 2011
GTT Americas, LLC (Registered in the name of American Broadband, Inc. which merged into GTT Americas, LLC)	No Boundaries	U.S.	85107812	August 15, 2010	3969501	May 31, 2011
GTT Americas, LLC (Registered in the name of One Source Networks, Inc. which merged into GTT Americas, LLC)	One Source Networks	U.S.	86021074	July 26, 2013	4635301	November 11, 2014

Grantor	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
GTT Americas, LLC (Registered in the name of One Source Networks, Inc. which merged into GTT Americas, LLC)	Cloud 2.0	U.S.	85385356	July 30, 2011	4473258	January 28, 2014
GTT Americas, LLC (Registered in the name of Sparkplug, Inc. which merged into GTT Americas, LLC)	Your Business. Our Network. Faster.	U.S.	77666018	Feb. 9, 2009	3672526	August 25, 2009
GTT Americas, LLC (Registered in the name of Sparkplug, Inc. which merged into GTT Americas, LLC)	Sparkplug Communications	U.S.	77630980	Dec. 11, 2008	3647264	June 30, 2009
GTT Communications, Inc.	EtherCloud	AU	Not available	Not available	1448506	September 9, 2011
GTT Communications, Inc.	EtherCloud	BR	Not available	Not available	831220830	September 9, 2011

Grantor	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
GTT Communications, Inc.	EtherCloud	CA	Not available	Not available	1542951	September 9, 2011
GTT Communications, Inc.	EtherCloud	EC	Not available	Not available	9864778	August 17, 2011
GTT Communications, Inc.	EtherCloud	EC	Not available	Not available	10146744	December 7, 2011
GTT Communications, Inc.	EtherCloud	EU	Not available	Not available	010962116	November 5, 2012
GTT Communications, Inc.	EtherCloud	HK	Not available	Not available	302028618	September 9, 2011
GTT Communications, Inc.	EtherCloud	SG	Not available	Not available	T1112555F	January 12, 2012
GTT Communications, Inc.	EtherCloud	U.S.	Not available	Not available	4199402	August 28, 2012
GTT Communications, Inc.	EtherCloud	U.S.	Not available	Not available	4276443	January 15, 2013
GTT Communications, Inc.	Ethervision	U.S.	Not available	Not available	4259051	December 11, 2012
Hibernia Atlantic U.S. LLC ¹	Security Through Diversity	N/A	N/A	N/A	Unregistered	N/A

¹ GTT Americas, LLC is the surviving entity from the merger in 2019.

Grantor	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
Hibernia Atlantic U.S. LLC	Different Is Good	N/A	N/A	N/A	Unregistered	N/A
Hibernia Atlantic U.S. LLC	Design/Logo (Hibernia Atlantic)	N/A	N/A	N/A	Unregistered	N/A
Hibernia Atlantic U.S. LLC	Design/Logo (Hibernia Metro)	N/A	N/A	N/A	Unregistered	N/A
Hibernia Atlantic U.S. LLC	Design/Logo (Different Is Good)	N/A	N/A	N/A	Unregistered	N/A
Hibernia Atlantic U.S. LLC	Design/Logo (Transatlantic 150)	N/A	N/A	N/A	Unregistered	N/A
Hibernia Atlantic U.S. LLC	Design/Logo (GFN Hibernia)	N/A	N/A	N/A	Unregistered	N/A
Hibernia Atlantic U.S. LLC	Design/Logo (mediaXstream)	N/A	N/A	N/A	Unregistered	N/A
Hibernia Atlantic U.S. LLC	Design/Logo (Hibernia Atlantic – Security Through Diversity)	N/A	N/A	N/A	Unregistered	N/A
Hibernia Atlantic U.S. LLC	Design/Logo (Hibernia Networks)	U.S. (Wisconsin)	Not available	Not available	Registered in Wisconsin 20120002017	05/30/2012
Hibernia Atlantic U.S. LLC and Hibernia Media (UK) Limited	Design/Logo (Hibernia Media)	N/A	N/A	N/A	Unregistered	N/A