

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618530

| | | | |
|---|---|--------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GC Pivotal, LLC | | 12/28/2020 | Limited Liability Company: DELAWARE |
| Transbeam, Inc. (merged into GC Pivotal, 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: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4900199 | GLOBAL CAPACITY | |
| Registration Number: | 5010507 | GLOBALCAPACITY | |
| Registration Number: | 4907437 | MARKETPLACE OF NETWORKS | |
| Registration Number: | 4891483 | ONE MARKETPLACE | |
| Registration Number: | 4754671 | LATTIS | |
| Registration Number: | 4891482 | LATTIS PRO | |
| Registration Number: | 4916600 | ONE MARKETPLACE | |
| Registration Number: | 4798522 | CONNECTIVITY MADE SIMPLE | |
| Registration Number: | 2178701 | TELESPEED | |
| Registration Number: | 2516334 | COVAD | |
| Registration Number: | 3692486 | COVAD | |
| Registration Number: | 2641591 | TRANSBEAM | |
| 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 | | |

CH \$315.00 4900199

TRADEMARK

Email: dcip@milbank.com, marnold@milbank.com
Correspondent Name: Monica Arnold, Esq.
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: 01/05/2021

Total Attachments: 7

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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 “Assignor”) 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, the 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 Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the 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, the 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, the 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 the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the 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 the 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 Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor, 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.

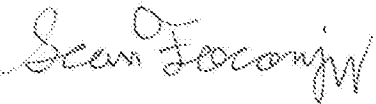
ASSIGNOR:

GC PIVOTAL, LLC

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


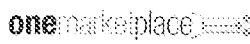

Accepted and acknowledged by:

DELAWARE TRUST COMPANY,
as Administrative Agent

By: 
Name: Sean Foronjy
Title: Vice President

Schedule A
to U.S. Trademark Security Agreement

Trademarks:

| Grantor | Trademark | Country | Application Number | Application Date | Registration Number | Registration Date |
|-----------------|---|---------|--------------------|------------------|---------------------|-------------------|
| GC Pivotal, LLC | GLOBAL CAPACITY | U.S. | 86355064 | 08/01/2014 | 4,900,199 | 02/16/2016 |
| GC Pivotal, LLC |  GLOBALCAPACITY | U.S. | 86355076 | 08/01/2014 | 5,010,507 | 08/02/2016 |
| GC Pivotal, LLC | MARKETPLACE OF NETWORKS | U.S. | 86575667 | 03/25/2015 | 4,907,437 | 03/01/2016 |
| GC Pivotal, LLC |  one marketplace | U.S. | 86460645 | 11/20/2014 | 4,891,483 | 01/26/2016 |
| GC Pivotal, LLC | LATTIS | U.S. | 86355101 | 08/01/2014 | 4,754,671 | 06/16/2016 |
| GC Pivotal, LLC | LATTIS PRO | U.S. | 86460643 | 11/20/2014 | 4,891,482 | 01/26/2016 |
| GC Pivotal, LLC | ONE MARKETPLACE | U.S. | 86355097 | 08/01/2014 | 4,916,600 | 03/15/2016 |
| GC Pivotal, LLC | CONNECTIVITY MADE SIMPLE | U.S. | 86460638 | 11/20/2014 | 4,798,522 | 08/25/2015 |
| GC Pivotal, LLC | TELESPEED | U.S. | 75386454 | 11/07/1997 | 2,178,701 | 08/04/1998 |
| GC Pivotal, LLC |  COVAD | U.S. | 75828857 | 10/21/1999 | 2,516,334 | 12/11/2001 |

| Grantor | Trademark | Country | Application Number | Application Date | Registration Number | Registration Date |
|-----------------|-----------------|------------------------|--------------------|------------------|---------------------|-------------------|
| GC Pivotal, LLC | COVAD | U.S. | 77699372 | 03/25/2009 | 3,692,486 | 10/06/2009 |
| GC Pivotal, LLC | GLOBAL CAPACITY | U.S. (Kansas) | | | 18,979 | 01/12/2015 |
| GC Pivotal, LLC | GLOBAL CAPACITY | U.S. (Wyoming) | | | 2014- 000677338 | 12/11/2014 |
| GC Pivotal, LLC | GLOBAL CAPACITY | U.S. (Alabama) | | | 114,846 | 11/03/2014 |
| GC Pivotal, LLC | GLOBAL CAPACITY | U.S. (New Mexico) | | | TK99122160 | 10/14/2014 |
| GC Pivotal, LLC | GLOBAL CAPACITY | U.S. (Louisiana) | | | 654,922 | 11/13/2014 |
| GC Pivotal, LLC | GLOBAL CAPACITY | U.S. (North Dakota) | | | 37,791,700 | 11/13/2014 |
| GC Pivotal, LLC | GLOBAL CAPACITY | U.S. (Ohio) | | | 2,334,307 | 10/10/2014 |
| Transbeam, Inc. | TRANSBEAM | U.S. | 75936579 | March 6, 2000 | 2641591 | Oct. 29, 2002 |