

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EarthLink, LLC		04/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as the Collateral Agent		
Street Address:	875 Third Avenue		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	6102199	EARTHLINK	
Registration Number:	5661686	EARTHLINK	
Registration Number:	5008688		
Registration Number:	4914763		
Registration Number:	5091715	EARTHLINK	
Registration Number:	5176810		
Registration Number:	4934307	PCI COMPLIANCE SOLUTIONS	
Registration Number:	5262723	PCI CERTIFY	
Registration Number:	5592740	PCI PROTECT	
Registration Number:	5592741	PCI ASSIST	
Registration Number:	4860643	YOUR CONNECTION TO HAPPY CUSTOMERS	
Registration Number:	4662499	MYLINK	
Registration Number:	5341012		
Registration Number:	4278910	MYLINK	
Registration Number:	4058934	EARTHLINK BUSINESS	
Registration Number:	3403608	EARTHLINK PCFINETUNE	
Registration Number:	3117276	TRUEVOICE	
Registration Number:	3102326	EARTHLINK TRUE VOICE	
Registration Number:	3269627	EARTHLINK PROTECTION CONTROL CENTER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3027834	A ACCELERATOR
Registration Number:	3020320	EARTHLINK TOOLBAR
Registration Number:	2724703	PEOPLEPC
Registration Number:	2556818	EARTHLINK
Registration Number:	2767065	PEOPLEPC
Registration Number:	2618566	PEOPLEPC
Registration Number:	2468346	PEOPLEPC
Registration Number:	2493252	PEOPLEPC
Registration Number:	2372117	EARTHLINK
Registration Number:	2218713	TOTALACCESS
Registration Number:	6280273	EARTHLINK SECURE

CORRESPONDENCE DATA

Fax Number: 2125935955

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.

Phone: 2127562132

Email: scott.kareff@srz.com

Correspondent Name: S. KAREFF C/O SCHULTE ROTH & ZABEL LLP

Address Line 1: 919 THIRD AVENUE

Address Line 2: 25TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-2046
NAME OF SUBMITTER:	SCOTT KAREFF (014951-2046)
SIGNATURE:	/rr for sk/
DATE SIGNED:	04/01/2021

Total Attachments: 4

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ASSIGNMENT FOR SECURITY – TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 1, 2021, by EarthLink, LLC ("Assignor"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Assignee").

WHEREAS, the Assignor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain Pledge and Security Agreement, dated April 1, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor the Assignee; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, in each case, except to the extent the same constitutes an Excluded Asset (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement shall be construed under and governed by the laws of the State of New York, and may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an

executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

EARTHLINK, LLC

DocuSigned by:
By: Glenn R Goad
Name: Glenn Goad
Title: President and Chief Executive Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

1. Registered Trademarks

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
EarthLink, LLC	6102199	EARTHLINK
EarthLink, LLC	5661686	EARTHLINK
EarthLink, LLC	5008688	Design Only
EarthLink, LLC	4914763	Design Only
EarthLink, LLC	5091715	EARTHLINK
EarthLink, LLC	5176810	Design Only
EarthLink, LLC	4934307	PCI COMPLIANCE SOLUTIONS
EarthLink, LLC	5262723	PCI CERTIFY
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EarthLink, LLC	4662499	MYLINK
EarthLink, LLC	5341012	Design Only
EarthLink, LLC	4278910	MYLINK
EarthLink, LLC	4058934	EARTHLINK BUSINESS
EarthLink, LLC	3403608	EARTHLINK PCFINETUNE
EarthLink, LLC	3117276	TRUEVOICE
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EarthLink, LLC	3269627	EARTHLINK PROTECTION CONTROL CENTER
EarthLink, LLC	3027834	A ACCELERATOR
EarthLink, LLC	3020320	EARTHLINK TOOLBAR
EarthLink, LLC	2724703	PEOPLEPC
EarthLink, LLC	2556818	EARTHLINK
EarthLink, LLC	2767065	PEOPLEPC
EarthLink, LLC	2618566	PEOPLEPC
EarthLink, LLC	2468346	PEOPLEPC
EarthLink, LLC	2493252	PEOPLEPC
EarthLink, LLC	2372117	EARTHLINK
EarthLink, LLC	2218713	TOTALACCESS
EarthLink, LLC	6280273	EARTHLINK SECURE

2. Trademark Applications

None.

3. Trademark Licenses

None.

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