

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675424

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Windstream Intellectual Property Services, LLC		08/26/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	Mail Code NY1-C413, 4CMC		
<b>Internal Address:</b>	CIB DMO WLO		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245		
<b>Entity Type:</b>	Bank: OHIO		
<b>PROPERTY NUMBERS Total: 39</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2486260	BROADSPEED	
<b>Registration Number:</b>	2559668		
<b>Registration Number:</b>	2957599	SILHOUETTE	
<b>Registration Number:</b>	4078255	SILHOUETTE	
<b>Registration Number:</b>	4078256		
<b>Registration Number:</b>	3199996	NATURAL CONVERGENCE	
<b>Registration Number:</b>	4043306	OFFICESUITE	
<b>Registration Number:</b>	4138173	BROADVIEW NETWORKS	
<b>Registration Number:</b>	4683021	OFFICESUITE DIALER	
<b>Registration Number:</b>	4683029	OFFICESUITE HD MEETING	
<b>Registration Number:</b>	4706391	OFFICESUITE	
<b>Registration Number:</b>	4903121	OFFICESUITE	
<b>Registration Number:</b>	4906277	SILHOUETTE	
<b>Registration Number:</b>	4924357		
<b>Registration Number:</b>	4966354	BROADVIEW	
<b>Registration Number:</b>	4994559	SILHOUETTE	
<b>Registration Number:</b>	5005086		
<b>Registration Number:</b>	5046535	BROADVIEWOFFICESUITE.COM	
<b>TRADEMARK</b>			

OP \$990.00 2486260

Property Type	Number	Word Mark
Registration Number:	5046536	BROADVIEWOFFICESUITE.COM
Registration Number:	5065684	BROADVIEW NETWORKS
Registration Number:	5069853	BROADVIEWOS.COM
Registration Number:	5069934	BROADVIEW NETWORKS
Registration Number:	5074694	OFFICESUITE PRIVATECLOUD
Registration Number:	5083565	OFFICESUITE PHONE
Registration Number:	5106233	
Registration Number:	5138350	OFFICESUITE PRIVATECLOUD
Registration Number:	5246957	OFFICESUITE
Registration Number:	5324354	OFFICESUITEPHONE.COM
Registration Number:	5355575	OFFICESUITEPHONE.COM
Registration Number:	5251738	OFFICESUITE
Registration Number:	5266664	OFFICESUITE PRIVATECLOUD
Registration Number:	5365489	OFFICESUITEPHONE.COM
Registration Number:	5224529	OFFICESUITE UC
Registration Number:	2711255	SIMPLICI-T
Registration Number:	2647275	TRANSEEDGE
Registration Number:	2707643	REVCHAIN
Serial Number:	90300620	AGILIS
Serial Number:	90806782	ICON BY WINDSTREAM
Serial Number:	90806819	ICONEDGE BY WINDSTREAM

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8004945225  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** JAY DASILVA  
**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1477025 TM
<b>NAME OF SUBMITTER:</b>	Karen Cottrell
<b>SIGNATURE:</b>	/Karen Cottrell/
<b>DATE SIGNED:</b>	09/20/2021

**Total Attachments: 6**  
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**TRADEMARK SECURITY AGREEMENT**

**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, Windstream Intellectual Property Services, LLC, a Delaware limited liability company (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Windstream Services, LLC (f/k/a Windstream Services II, LLC) (the “**Borrower**”), Windstream Holdings II, LLC, as holdings, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of September 21, 2020 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of September 21, 2020, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items or types of Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an

Enforcement Notice is in effect, all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 26th day of August, 2021.

WINDSTREAM INTELLECTUAL  
PROPERTY SERVICES, LLC

By: Michelle Simpson  
Name: Michelle Simpson  
Title: Vice President & Assistant Corporate Secretary

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007425 FRAME: 0501**

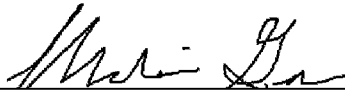
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 26 day of August, 2021.

WINDSTREAM INTELLECTUAL  
PROPERTY SERVICES, LLC

By: \_\_\_\_\_  
Name:  
Title:







Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent



By:   
Name: Melanie George  
Title: Vice President

**Schedule 1  
to Trademark  
Security Agreement**



**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
"BROADSPEED"	2486260	09/04/2001
	2559668	04/09/2002
"SILHOUETTE"	2957599	5/31/2005
	4078255	12/27/2011
	4078256	12/27/2011
"NATURAL CONVERGENCE"	3199996	01/23/2007
"OFFICESUITE"	4043306	10/18/2011
"BROADVIEW NETWORKS"	4138173	05/08/2012
"OFFICESUITE DIALER"	4683021	02/03/2015
"OFFICESUITE HD MEETING"	4683029	02/03/2015
"OFFICESUITE"	4706391	03/24/2015
"OFFICESUITE"	4903121	02/16/2016
	4906277	02/23/2016
	4924357	03/22/2016
"BROADVIEW"	4966354	05/24/2016
"SILHOUETTE"	4994559	07/05/2016
	5005086	07/19/2016
"BROADVIEWOFFICESUITE.COM"	5046535	09/20/2016
"BROADVIEWOFFICESUITE.COM"	5046536	09/20/2016
"BROADVIEW NETWORKS"	5065684	10/18/2016
"BROADVIEWOS.COM"	5069853	10/25/2016



Trademark	Reg. No.	Reg. Date
"BROADVIEW NETWORKS"	5069934	10/25/2016
"OFFICESUITE PRIVATECLOUD"	5074694	11/01/2016
"OFFICESUITE PHONE"	5083565	11/15/2016
	5106233	12/20/2016
"OFFICESUITE PRIVATECLOUD"	5138350	02/07/2017
"OFFICESUITE"	5246957	07/18/2017
"OFFICESUITEPHONE.COM"	5324354	10/31/2017
"OFFICESUITEPHONE.COM"	5355575	12/12/2017
"OFFICESUITE"	5251738	07/25/2017
"OFFICESUITE PRIVATECLOUD"	5266664	08/15/2017
"OFFICESUITEPHONE.COM"	5365489	12/26/2017
"OFFICESUITE UC"	5224529	06/13/2017
	2711255	04/29/2003
"TRANSEdge"	2647275	11/05/2002
"REVCHAIN"	2707643	04/15/2003

#### U.S. TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date
"AGILIS"	90300620	11/5/2020
	90806782	07/01/2021
	90806819	07/01/2021

#### TRADEMARK LICENSES

None.