

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Administrative Agent		10/04/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC
Street Address:	1500 Hampton Street, Suite 101
City:	Columbia
State/Country:	SOUTH CAROLINA
Postal Code:	29201
Entity Type:	Limited Liability Company: SOUTH CAROLINA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2600455	FLEXNET ACCESS
Registration Number:	3946648	SPIRIT DOMAINS
Registration Number:	3692547	SPIRIT TELECOM
Registration Number:	4149051	SPIRIT BUSINESS
Registration Number:	4149052	SPIRIT BUSINESS ELITE
Registration Number:	4149095	SPIRIT COMMUNICATIONS
Registration Number:	4149097	SPIRIT COMMUNICATIONS
Registration Number:	4225051	SPIRIT GOVERNMENT
Registration Number:	4225053	SPIRIT WHOLESALE
Registration Number:	4225050	SPIRIT CARRIER
Registration Number:	4405897	SPIRIT MOBILEVOICE
Registration Number:	5095568	SPIRITVISION
Registration Number:	5125678	SPIRIT TOWER COMPANY
Registration Number:	5187612	SPIRIT BROADBAND
Registration Number:	5207691	SPIRITCOM
Registration Number:	2054046	INFO AVENUE
Registration Number:	2054520	INFO AVENUE

OP \$490.00 2600455

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5130568	GIGUP
Registration Number:	5173188	GIGUP SC

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1493590 4.5.18 Release
NAME OF SUBMITTER:	Adam Siegel
SIGNATURE:	/Adam Siegel/
DATE SIGNED:	10/04/2021

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 1, 2021 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent for the Secured Parties (the “Agent”), in favor of South Carolina Telecommunications Group Holdings, LLC (the “Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of November 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made by the Grantor and the Subsidiary Parties from time to time party thereto in favor of the Agent, the Grantor granted to the Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 5, 2018 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 31, 2018 at Reel/Frame 6339/0227;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Trademarks, including but not limited to the trademarks and trademark licenses set forth in Schedule I attached hereto, and any goodwill associated therewith, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title, or interest in and to the Trademarks under the Trademark Security Agreement or the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor, including any goodwill associated therewith. The Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, to more fully and effectively effectuate the purposes of this Release.
5. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original,

but all together one and the same instrument. The Grantor acknowledges that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.

6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.


7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representatives as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,
INC.**

as Administrative Agent

By: 
Name: Lisa Hanson
Title: VP

[Signature page to Release of Security Interests in Trademarks]

TRADEMARK
REEL: 007442 FRAME: 0361

PLEDGOR:

**SOUTH CAROLINA
TELECOMMUNICATIONS GROUP
HOLDINGS, LLC**

Mary McDermott

By:

Name: _____
Mary McDermott

Title:

Senior Vice President, General Counsel and
Secretary

SCHEDULE I

TRADEMARKS

REGISTRATION NUMBER	TRADEMARK
2600455	FLEXNET ACCESS
3946648	Spirit Domains
3692547	SPIRIT TELECOM (as Service Provider)
4149051	Spirit Business
4149052	Spirit Business Elite
4149095	Spirit Communications
4149097	Spirit Communications Logo
4225051	Spirit Government
4225053	Spirit Wholesale
4225050	Spirit Carrier
4405897	Spirit MobileVoice
5095568	SpiritVision
5125678	Spirit Tower Company
5187612	Spirit Broadband
5207691	Spiritcom
2054046	INFO AVENUE
2054520	INFO AVENUE & DESIGN
5130568	GigUp
5173188	GigUpSC

TRADEMARK APPLICATIONS

None.