

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678985

<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>
Point Broadband Fiber Holding, LLC		10/01/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5451375	P	
<b>Registration Number:</b>	3014936	BVU OPTINET	
<b>Registration Number:</b>	5262307	OPS ONE ONE NETWORK EXPERIENCE	
<b>Registration Number:</b>	5919414	BLAZING BROADBAND	
<b>Registration Number:</b>	5919413	FIBER COMMUNITY PARTNERS	
<b>Registration Number:</b>	5919422	POINT SMARTHOME	
<b>Registration Number:</b>	5921081	FASTER. SMARTER. FIBER.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Spencer Simon		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	122951/56		
<b>NAME OF SUBMITTER:</b>	Spencer Simon		

CH \$190.00 5451375

<b>SIGNATURE:</b>	/Spencer Simon/
<b>DATE SIGNED:</b>	10/05/2021
<b>Total Attachments: 5</b> source=Project Point - Trademark Security Agreement Executed#page1.tif source=Project Point - Trademark Security Agreement Executed#page2.tif source=Project Point - Trademark Security Agreement Executed#page3.tif source=Project Point - Trademark Security Agreement Executed#page4.tif source=Project Point - Trademark Security Agreement Executed#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2021 (this “Agreement”), among Point Broadband Fiber Holding, LLC (the “Grantor”) and Wilmington Trust, National Association, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of October 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among POINT BROADBAND INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), POINT BROADBAND ACQUISITION, LLC, a Delaware limited liability company (“Borrower”), the Lenders and the Issuing Banks from time to time party thereto and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of September [30], 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the foregoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

**SECTION 3. Termination.** Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor any reasonable instrument in writing in recordable form reasonably requested by the Grantor to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

POINT BROADBAND FIBER HOLDING, LLC, as  
Grantor

By: M. Todd Holt  
Name: Todd Holt  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007442 FRAME: 0979**

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent

By: Annmarie Warren

Name: Annmarie Warren

Title: Banking Officer

Schedule I

Company	Registration Number	Registration Date	Trademark
Point Broadband Fiber Holding, LLC	5451375	April 24, 2018	Letter "P" with a wifi/broadband symbol arising out of it design
Point Broadband Fiber Holding, LLC	3014936	November 15, 2005	BVU OptiNet logo design
Point Broadband Fiber Holding, LLC	5262307	August 8, 2017	OPS ONE NETWORK EXPERIENCE design
Point Broadband Fiber Holding, LLC	5919414	November 26, 2019	Blazing Broadband
Point Broadband Fiber Holding, LLC	5919413	November 27, 2019	Fiber Community Partners
Point Broadband Fiber Holding, LLC	5919422	November 26, 2019	Point SmartHome
Point Broadband Fiber Holding, LLC	5921081	November 26, 2019	Faster. Smarter. Fiber.