

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM681920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northwest Fiber, LLC		10/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6302250	ZIPLY	
Registration Number:	6310182	ZIPLY FIBER	
Registration Number:	6479775	ZIPLYBUSINESS	
Registration Number:	6479776	ZIPLYENTERPRISE	
Registration Number:	6479777	ZIPLYHOME	
Registration Number:	6302425	ZIPLYWHOLESALE	
Registration Number:	6302426	ZIPLY FIBER	
Registration Number:	6302427	ZIPLY FIBER	
Serial Number:	90498593	MYZIPLY	
Serial Number:	90498604	ZIPLY FIBER	
Serial Number:	90498616	ZIPLY FIBER	
Serial Number:	88754956	ZIPLY FIBER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		

OP \$315.00 6302250

Address Line 1:	4400 Easton Commons Way
Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	10/19/2021
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Total Attachments: 6

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 15, 2021 (this “Notice”), made by NORTHWEST FIBER, LLC, a Delaware limited liability company (the “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as First-Priority Notes Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of October 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Northwest Fiber, LLC (the “Issuer”), NORTHWEST FIBER FINANCE SUB, INC. (the “Co-Issuer”), each Guarantor identified therein and Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “First-Priority Notes Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

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

SECTION 2. ***Grant of Security Interest.*** As security for the payment or performance when due (whether due at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the First-Priority Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the First-Priority Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the First-Priority Notes Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the First-Priority Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event

of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

NORTHWEST FIBER, LLC

By: 
Name: David Bohan
Title: Chief Financial Officer


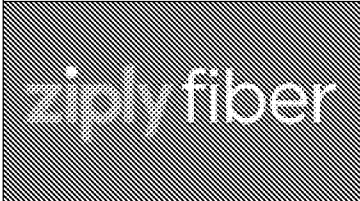
WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as First-Priority Notes Collateral
Agent

By: 
Name: Quinton M. DePompolo
Title: Banking Officer


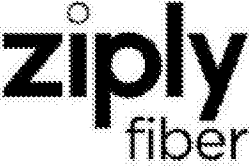
Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Northwest Fiber, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ZIPLY	6302250	March 23, 2021
ZIPLY FIBER	6310182	March 30, 2021
ZIPLYBUSINESS	6479775	September 7, 2021
ZIPLYENTERPRISE	6479776	September 7, 2021
ZIPLYHOME	6479777	September 7, 2021
ZIPLYWHOLESALE	6302425	March 23, 2021
	6302426	March 23, 2021
	6302427	March 23, 2021

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
MYZIPLY	90498593	January 29, 2021
ZIPLY FIBER	90498604	January 29, 2021
	90498616	January 29, 2021
	88754956	January 10, 2020