

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM706266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Yadkin Valley Telephone Membership Corporation		01/31/2022	Corporation: NORTH CAROLINA
Yadkin Valley Telecom, Inc.		01/31/2022	Corporation: NORTH CAROLINA
Merge Tech, Inc.		01/31/2022	Corporation: NORTH CAROLINA
The Data Center, Inc.		01/31/2022	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	First National Bank of Pennsylvania
Street Address:	400 Bellemeade Street
Internal Address:	Suite 601
City:	Greensboro
State/Country:	NORTH CAROLINA
Postal Code:	27401
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	88505676	FSTR GAMING
Serial Number:	88480159	ZIRRUS
Serial Number:	88924705	ZIRRUS
Serial Number:	85444279	YADTEL
Serial Number:	77491359	2ENCLUDE

CORRESPONDENCE DATA

Fax Number: 4125621041

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: 4125621637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 501 Grant Street

CH \$140.00 88505676

Address Line 2:	Suite 200
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0076967-000028
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NAME OF SUBMITTER:	Michael L. Dever
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SIGNATURE:	/Michael L. Dever/
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DATE SIGNED:	02/03/2022
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Total Attachments: 10

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patent, Trademark and Copyright Security Agreement (as further amended, restated or modified from time to time, this "Agreement"), dated as of January 31, 2022 among **THE YADKIN VALLEY TELEPHONE MEMBERSHIP CORPORATION**, a North Carolina corporation, and public agency of the State of North Carolina ("Yadkin TMC"), **YADKIN VALLEY TELECOM, INC.**, a North Carolina corporation ("Yadtel"), **MERGE TECH, INC.**, a North Carolina corporation ("Merge-Tech"), **THE DATA CENTER, INC.**, a North Carolina corporation ("Data Center") (Yadkin TMC, Yadtel, Merge-Tech, Data Center and any other Persons which become parties hereunder from time to time, individually and collectively, as the context shall require, on a joint and several basis, the "Pledgor") and **FIRST NATIONAL BANK OF PENNSYLVANIA** (the "Bank" or "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof, entered into by the Pledgor and the Secured Party (as may be amended, restated, or modified from time to time, the "Loan Agreement"), the Secured Party has agreed to make loans and extend other financial accommodations to Yadkin TMC, as borrower ("Borrower"); and

WHEREAS, the obligation of the Secured Party under to make loans and extend other financial accommodations to the Yadkin TMC under the Loan Agreement is subject to the further condition, among others, that the Pledgor grants to and creates in favor of the Secured Party a Prior Security Interest in the Collateral (each as hereinafter defined), pursuant to the terms and conditions as hereinafter provided; and

NOW, THEREFORE, in consideration of the Obligations and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Pledgor, and in order to induce the Secured Party to enter into the Loan Agreement, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Defined Terms. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of North Carolina, as amended from time to time (the "UCC").

"Patents, Trademarks and Copyrights" shall mean and include all of each of the Pledgor's present and future right, title and interest in and to the following: all patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by the Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and

continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

2. To secure the full payment and performance of the Obligations, the Pledgor hereby grants a security interest to the Secured Party in the entire right, title and interest of the Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. The Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth in Schedule B hereto, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons, other than liens granted in favor of the Secured Party;

(d) the Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to the Pledgor or any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) the Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for such Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(g) the Pledgor will not change its state of incorporation without providing the Secured Party prior written notice of its intention to do so;

(h) the Pledgor will not change its name without providing the Secured Party prior written notice of its intention to do so;

(i) the Pledgor shall permit the Secured Party, its officers, employees and agents on reasonable prior notice prior to the existence of an Event of Default, at reasonable times during normal business hours, to inspect all books and records related to the Patents, Trademarks and Copyrights; and

(j) the Pledgor shall preserve its corporate existence and except as permitted by the Loan Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Pledgor, or (ii) sell all or substantially all of its assets.

4. The Pledgor agrees that, until all of the Obligations shall have been paid in full, the Pledgor will not enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under this Agreement, without the Secured Party's prior written consent.

5. If, before the Obligations shall have been paid in full, the Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and the Pledgor shall give to Secured Party prompt notice thereof in writing. The Pledgor and Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, those allowed by law, regulation, order or decree and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Secured Party shall designate by notice to the Pledgor, in Yadkinville, North Carolina or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which the Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all reasonable and documented out-of-pocket expenses (including fees and expenses for brokers and outside attorneys), shall apply the remainder of such proceeds toward the payment of the Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice each the Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, regulation, order or decree, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgor, which right is hereby waived and released.

7. The Pledgor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party, as the Secured Party may select in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Secured Party to assign,

pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as the Obligations shall have been paid in full, this Agreement shall terminate and the Secured Party shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be reasonably necessary or proper to re-vest in the Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.

9. Any and all reasonable and documented out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable and documented outside attorney's fees and expenses incurred by the Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgor promptly upon demand by the Secured Party, and if not paid promptly, shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. The Pledgor shall have the duty to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and Patents of the Patents, including without limitation the payment of all maintenance fees, in each case, to the extent that the Pledgor determines in its good faith business judgment that such patent applications, unpatented inventions, and Patents, Trademarks and Copyrights are material in the normal and ordinary course of its business operations. Any expenses incurred in connection with such an application shall be borne by the Pledgor. The Pledgor shall abandon any Patent, Trademark or Copyright that the Pledgor, in its good faith business judgment, determines is material in the normal and ordinary course of its business operations without the consent of the Secured Party, which shall not be unreasonably withheld.

11. The Pledgor shall have the right, upon the prior written notice to the Secured Party, to bring suit, action or other proceeding in its own name, and to join the Secured Party, if necessary, as a party to such suit so long as the Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor shall promptly, upon demand, reimburse and indemnify the Secured Party for all damages, and reasonable and documented out-of-pocket costs and expenses, including reasonable and documented outside legal fees, incurred by the Secured Party as a result of such suit or joinder by the Pledgor.

12. No course of dealing between the Pledgor and the Secured Party, nor any failure to exercise nor any delay in exercising, on the part of the Secured Party, any right, power or

privilege hereunder or under the Loan Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by law, regulation, order or decree, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that the Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Pledgor acknowledges and agrees that a telecopy transmission to the Secured Party of the signature pages hereof purporting to be signed on behalf of the Pledgor shall constitute effective and binding execution and delivery hereof by the Pledgor.

18. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 8.01 [Notices] of the Loan Agreement.

19. The Pledgor acknowledges and agrees that, in addition to the other rights of the Secured Party hereunder and under the other Loan Documents, because the Secured Party's remedies at law for failure of the Pledgor to comply with the provisions hereof relating to the Secured Party's rights (a) to inspect the books and records related to the Patents, Trademarks and Copyrights as provided hereunder and thereunder, (b) to receive the various notifications the Pledgor is required to deliver hereunder, (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (d) to enforce the provisions hereof pursuant to which the Pledgor has appointed the Secured Party its attorney-in-fact, and (e) to enforce the Secured Party's remedies hereunder and the Pledgor's duties and obligations in connection therewith, would be inadequate and that any such failure would not be adequately compensable in damages, the Pledgor agrees that each such provision hereof may be specifically enforced.

20. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ARE DELIVERED IN, ARE INTENDED TO BE PERFORMED IN, WILL BE CONSTRUED AND ENFORCEABLE IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF, THE STATE OF NORTH CAROLINA AND FEDERAL LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. PLEDGOR AGREES THAT THE STATE AND FEDERAL COURTS IN THE COUNTY WHERE THE SECURED PARTY IS LOCATED (YADKIN COUNTY, NORTH CAROLINA) SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL MATTERS ARISING OUT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING SHALL BE EFFECTIVE IF MAILED TO THE ADDRESS OF THE PLEDGOR SET FORTH IN SECTION 18 HEREOF. THE PLEDGOR CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS IN THE COUNTY WHERE THE SECURED PARTY IS LOCATED (YADKIN COUNTY, NORTH CAROLINA) IN ANY ACTION ON, RELATING TO OR MENTIONING THIS AGREEMENT.

21. Dispute Resolution.

(a) Arbitration of Disputes. The Pledgor and the Secured Party shall submit any and all disputes arising out of or relating to this Agreement or the breach thereof (a "Dispute") to binding arbitration pursuant to and in accordance with the AAA Commercial Arbitration Rules and, where applicable, the Supplementary Rules for Large, Complex Commercial Disputes, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in a mutually acceptable location. The procedures specified herein shall be the sole and exclusive procedures for the resolution of Disputes; provided, however, that the Pledgor or the Secured Party may seek provisional or ancillary remedies, such as preliminary injunctive relief, from a court having jurisdiction, before, during or after the pendency of any arbitration proceeding. The institution and maintenance of any action for such judicial relief, or pursuit of provisional or ancillary remedies, shall not constitute a waiver of the right or obligation of any party to submit any claim or dispute to arbitration. Nothing herein shall in any way limit or modify any remedies available to the Secured Party under the Loan Documents or otherwise at law or in equity.

(b) Motion Practice. In any arbitration hereunder, the arbitrator(s) shall decide any pre-hearing motions which are substantially similar to pre-hearing motions to dismiss for failure to state a claim or motions for summary adjudication.

(c) Discovery. Discovery shall be limited to the pre-hearing exchange of all documents which the Pledgor and the Secured Party intend to introduce at the hearing and any expert reports prepared by any expert who will testify at the hearing.

(d) Sequential Hearing Days. At the administrative conference conducted by the AAA, the Pledgor and the Secured Party and the AAA shall determine how to ensure that the hearing is started and completed on sequential hearing days. Potential arbitrators shall be informed of the anticipated length of the hearing and they shall not be subject to appointment unless they agree to abide by the parties' intent that, absent exigent circumstances, the hearing shall be conducted on sequential days.

(e) Award. The award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which such award is based.

(f) Fees and Expenses. The Pledgor and the Secured Party shall each bear equally fees and costs and expenses of the arbitration, and each shall bear its own legal fees and expenses and the costs of its experts and witnesses; provided, however, that if the arbitration panel shall award to a party substantially all relief sought by such party, then, notwithstanding any applicable governing law provisions, the other party shall pay all costs, fees and expenses incurred by the prevailing party and such costs, fees and expenses shall be included in such award.

(g) Confidentiality of Disputes. The entire procedure shall be confidential and none of the parties nor arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the written consent of all parties to the Dispute, except (i) to the extent disclosure is required to enforce any applicable arbitration award or may otherwise be required by law and (ii) that either party may make such disclosures to its regulators, auditors, accountants, attorneys and insurance representatives. No conduct, statements, promises, offers, views, or opinions of any party involved in an arbitration hereunder shall be discoverable or admissible for any purposes in litigation or other proceedings involving the parties to the Dispute and shall not be disclosed to anyone not an agent, employee, expert, witness, or representative for any of such parties.

The Pledgor acknowledges that it has read and understood all the provisions of this Agreement, including the alternative dispute resolution, and has been advised by counsel as necessary or appropriate.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON FOLLOWING PAGE]**

[SIGNATURE PAGE TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first above written.

PLEDGOR:

THE YADKIN VALLEY TELEPHONE
MEMBERSHIP CORPORATION

By: C. Seth Dp
Name: C. Seth Dunlap
Title: VP Finance

YADKIN VALLEY TELECOM, INC.

By: C. Seth Dp
Name: C. Seth Dunlap
Title: VP Finance

MERGE TECH, INC.

By: C. Seth Dp
Name: C. Seth Dunlap
Title: VP Finance

THE DATA CENTER, INC.

By: C. Seth Dp
Name: C. Seth Dunlap
Title: VP Finance