

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everstream Solutions LLC		03/29/2022	Limited Liability Company: OHIO
HRS Internet, LLC		03/29/2022	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	SOCIÉTÉ GÉNÉRALE		
Street Address:	245 Park Avenue, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5462114	EVERSTREAM	
Registration Number:	5462116	EVERSTREAM IS YOUR BUSINESS FIBER NETWORK	
Registration Number:	5349384	FASTER FIBER. BETTER BUSINESS.	
Registration Number:	5349385	WE ARE THE BUSINESS FIBER NETWORK	
Registration Number:	3535058	LIGHTBAND	
Registration Number:	4609072	EVERSTREAM	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	30649-61		

CH \$165.00 5462114

NAME OF SUBMITTER:	SOPHIE ZANDER
SIGNATURE:	/SOPHIE ZANDER/
DATE SIGNED:	03/29/2022
Total Attachments: 6 source=0 - Everstream Trademark Security Agreement#page1.tif source=0 - Everstream Trademark Security Agreement#page2.tif source=0 - Everstream Trademark Security Agreement#page3.tif source=0 - Everstream Trademark Security Agreement#page4.tif source=0 - Everstream Trademark Security Agreement#page5.tif source=0 - Everstream Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”) is entered into as of March 29, 2022 by and among Everstream Solutions LLC, a Ohio Limited Liability Company and HRS Internet, LLC, an Indiana Limited Liability Company (each a “**Grantor**” and, collectively, the “**Grantors**”), and SOCIÉTÉ GÉNÉRALE (together with its successors and assigns, the “**Collateral Agent**”), acting in its capacity as Collateral Agent for the Secured Parties pursuant to that certain Pledge and Security Agreement, dated as of March 29, 2022, among MIDWEST FIBER ACQUISITION LLC, a Delaware limited liability company, as borrower (the “**Borrower**”), MIDWEST FIBER ACQUISITION MIDCO1 LLC, a Delaware limited liability company (the “**Pledgor**”), certain Subsidiary Guarantors, and each Additional Grantor and the Collateral Agent (as amended, restated, amended and restated, supplemented and/or modified from time to time, the “**Pledge and Security Agreement**”). Unless otherwise defined herein, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided in the Pledge and Security Agreement.

R E C I T A L S:

Pursuant to the terms of the Pledge and Security Agreement, each Grantor has granted to the Collateral Agent on behalf of the Secured Parties a Lien and security interest in all General Intangibles of such Grantor, including, without limitation, all of such Grantor’s right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor’s trademarks, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

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

Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a Lien and continuing first priority security interest in all of such Grantor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or hereafter created, acquired or reacquired:

(1) each United States trademark, service mark, trademark registration and trademark application, including, without limitation, each United States trademark, registration and application referred to in Schedule 1 annexed hereto (collectively, the “**Trademarks**”), together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, and acceptance by the United States Patent and Trademark Office of such filed “Statement of Use” or “Amendment to Allege Use,” to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

(2) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against a third party for past, present or future (a) infringement, dilution, violation or misuse of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, with the right, but not the obligation, to sue for and collect, or otherwise recover, such Proceeds.

The Lien and first priority security interest contained in this Trademark Security Agreement is granted in conjunction with the Collateral granted to the Collateral Agent on behalf of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor and the Collateral Agent hereby acknowledges and

agrees that the Lien created hereby in the Trademark Collateral is not, in and of itself, to be construed as a grant of a fee interest (as opposed to a Lien) in any Trademark Collateral.

The Grantors authorize and request that the Commissioner of Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent on behalf of the Secured Parties with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any irreconcilable conflict between this Trademark Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall govern to the extent of the conflict.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to any conflicts of law provisions, which would require the application of the laws of any other state or jurisdiction.

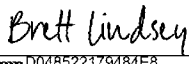
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized representative as of the date first written above.

GRANTORS:

EVERSTREAM SOLUTIONS LLC

DocuSigned by:

By: 
Name: Brett Lindsey
Title: Authorized Person

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized representative as of the date first written above.

GRANTORS:

HRS INTERNET, LLC

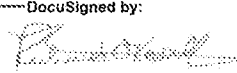
DocuSigned by:
Brett Lindsey
By: _____
Name: Brett Lindsey
Title: Authorized Person

COLLATERAL AGENT:

SOCIÉTÉ GÉNÉRALE

DocuSigned by:

By:



Name: Richard Knowlton

Title: Managing Director

**Schedule 1
to
Trademark Security Agreement**

U.S. TRADEMARKS

Owner of Record	Trademark	Application or Registration No.	Filing or Registration Date
Everstream Solutions LLC	EVERSTREAM Classes 38 and 42	5462114	Reg. Date: 05/08/2018
Everstream Solutions LLC	EVERSTREAM IS YOUR BUSINESS FIBER NETWORK	5462116	Reg. Date: 05/08/2018
Everstream Solutions LLC	FASTER FIBER. BETTER BUSINESS.	5349384	Reg. Date: 12/05/2017
Everstream Solutions LLC	WE ARE THE BUSINESS FIBER NETWORK	5349385	Reg. Date: 12/05/2017
Clarksville Department of Electricity Pursuant to certain Consent and Coexistence Agreement with HRS Internet, LLC executed May 1, 2008 and recorded on May 13, 2008	LIGHTBAND	3535058	Reg. Date 11/18/2008
Everstream Solutions LLC	EVERSTREAM Class 36	4609072	Reg. Date 09/23/2014