

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760594

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900712050

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EDUCATION NETWORKS OF AMERICA, INC.		08/08/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	National Banking Association: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3563662	EN@
Registration Number:	3563663	EN@ EDUCATION NETWORKS OF AMERICA
Registration Number:	3563664	EN@ SERVICE IS THE SOLUTION
Registration Number:	3575328	ENA SERVICES AN EN@ COMPANY
Registration Number:	4699375	ENA
Registration Number:	4707662	EDUCATION NETWORKS OF AMERICA
Registration Number:	4707658	EN@
Registration Number:	4708298	ENA AIR
Registration Number:	4901405	ENA SMARTCONFERENCE
Registration Number:	4901404	ENA SMARTVOICE
Registration Number:	4981487	ENA SMARTFAX
Registration Number:	4981486	ENA TOLL-FREE
Registration Number:	5052472	ENA SMARTLINK
Registration Number:	5429134	ENA TRUSTCOMPUTE
Registration Number:	5613675	ENA TRUSTBACKUP
Registration Number:	5888086	ENA NETSHIELD
Registration Number:	6069934	ENA NETSHIELD UTM
Registration Number:	6417690	ENA SMARTUC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6560069	ENA BEACON
Serial Number:	90232733	ENA HEALTHCARE SERVICES

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: 2024547625
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Julia Birgen
 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:	1760094
NAME OF SUBMITTER:	Anna Marcus
SIGNATURE:	/Anna Marcus/
DATE SIGNED:	10/12/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of August 8, 2022 (this "Agreement"), among Education Networks of America, Inc., a Delaware corporation, and ENA Healthcare Services, LLC, a Delaware limited liability company (each a "Grantor") and Credit Suisse AG, Cayman Islands Branch ("Credit Suisse") in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Credit Agreement dated as of March 9, 2020, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Front Range TopCo, Inc., a Delaware corporation ("Holdings"), Front Range BidCo, Inc., a Delaware corporation, in its capacity as initial Borrower (in such capacity, the "Initial Borrower"), as of and after the effective time of the Target Merger, Zayo Group Holdings, Inc., a Delaware corporation (the "Borrower"), the lenders and issuing banks from time to time party thereto and Credit Suisse, as administrative agent and collateral agent and (b) the Pledge and Security Agreement dated as of March 9, 2020 (the "Security Agreement"), by and among the Holdings, the Initial Borrower, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. 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 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *INTERCREDITOR AGREEMENT GOVERNS.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE EQUAL PRIORITY INTERCREDITOR AGREEMENT, ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT AND ANY OTHER ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

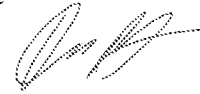
Education Networks of America, Inc.,
as Grantor

DocuSigned by:
By: Matt Steinfort
Name: Matt Steinfort
Title: Chief Financial Officer

ENA Healthcare Services, LLC,
as Grantor

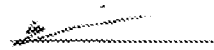
DocuSigned by:
By: Matt Steinfort
Name: Matt Steinfort
Title: Chief Financial Officer

Credit Suisse AG, Cayman Islands Branch,
as Collateral Agent



By: _____

Name: D. Andrew Maletta
Title: Authorized Signatory

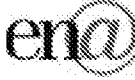





By: _____

Name: Wesley Cronin
Title: Authorized Signatory

SCHEDULE I

U.S. Registered Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>
Education Networks of America, Inc.		3563662	20-JAN-2009	US
Education Networks of America, Inc.		3563663	20-JAN-2009	US
Education Networks of America, Inc.		3563664	20-JAN-2009	US
Education Networks of America, Inc.		3575328	17-FEB-2009	US
Education Networks of America, Inc.	ENA	4699375	10-MAR-2015	US
Education Networks of America, Inc.	EDUCATION NETWORKS OF AMERICA	4707662	24-MAR-2015	US
Education Networks of America, Inc.	EN@	4707658	24-MAR-2015	US
Education Networks of America, Inc.	ENA AIR	4708298	24-MAR-2015	US
Education Networks of America, Inc.	ENA SMARTCONFERENCE	4901405	16-FEB-2016	US

Education Networks of America, Inc.	ENA SMARTVOICE	4901404	16-FEB 2016	US
Education Networks of America, Inc.	ENA SMARTFAX	4981487	21-JUN-2016	US
Education Networks of America, Inc.	ENA TOLL-FREE	4981486	21-JUN-2016	US
Education Networks of America, Inc.	ENA SMARTLINK	5052472	04-OCT-2016	US
Education Networks of America, Inc.	ENA TRUSTCOMPUTE	5429134	20-MAR-2018	US
Education Networks of America, Inc.	ENA TRUSTBACKUP	5613675	20-NOV-2018	US
Education Networks of America, Inc.	ENA NETSHIELD	5888086	22-OCT-2019	US
Education Networks of America, Inc.	ENA NETSHIELD UTM	6069934 0	02-JUN-2020	US
Education Networks of America, Inc.	ENA SMARTUC	6417690	13-JULY-2021	US
Education Networks of America, Inc.	ENA BEACON	6560069	16-NOV-2021	US

U.S. Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>
ENA Healthcare Services, LLC	ENA HEALTHCARE SERVICES	90/232733	02-OCT-2020	US