

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM766480

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Bank USA		11/07/2022	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VEXUS FIBER, LLC		
<b>Street Address:</b>	912 South Main Street, Suite 106		
<b>City:</b>	Sikeston		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1293303	NTS COMMUNICATIONS	
<b>Registration Number:</b>	1798210	NTS COMMUNICATIONS	
<b>Registration Number:</b>	6087250	DISCOVER DIFFERENT	
<b>Registration Number:</b>	6087212	VEXUS	
<b>Registration Number:</b>	6087253	VEXUS	
<b>Registration Number:</b>	6286975	VEXUS FIBER	
<b>Registration Number:</b>	6382191	VEXUS FIBER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Jessica Dias-Jayasinghe		
<b>SIGNATURE:</b>	/Jessica Dias-Jayasinghe/		
<b>DATE SIGNED:</b>	11/08/2022		

OP \$190.00 1293303

**Total Attachments: 4**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Goldman Sachs Bank USA

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Bank

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 7, 2022

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other Release of Security Interests

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: VEXUS FIBER, LLC

Street Address: 912 South Main Street, Suite 106

City: Sikeston

State: MO

Country: USA Zip: 63801

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)  
see attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Dias-Jayasinghe, Paralegal

Internal Address: \_\_\_\_\_

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3793

Docket Number: MetroNet (30860.0971)

Email Address: JDias-Jayasinghe@cahill.com

### 6. Total number of applications and registrations involved:

7

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Jessica Dias-Jayasinghe  
Signature

11/8/2022

Date

Jessica Dias-Jayasinghe, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 7, 2022 (the “Effective Date”), is made by GOLDMAN SACHS BANK USA, in its capacity as Collateral Agent (the “Collateral Agent”), in favor of VEXUS FIBER, LLC (f/k/a Vexus Fiber, Inc. (f/k/a NTS Communications, LLC)), a Delaware limited liability company (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement (First Lien), dated as of September 25, 2019, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Notice of Grant of Security Interest in Trademarks, dated as of August 10, 2022 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was submitted for recordation with the United States Patent and Trademark Office and such recordation is pending;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**GOLDMAN SACHS BANK USA, acting in its  
capacity as Collateral Agent for the Secured  
Parties**

By:  \_\_\_\_\_

Name: Maria Riaz

Title: Authorized Signatory

**SCHEDULE I**

**Trademarks:**

	<b>Owner</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	Vexus Fiber, LLC f/k/a Vexus Fiber, Inc. f/k/a NTS Communications, LLC	NTS COMMUNICATIONS	1,293,303	1984-SEP-4
2.	Vexus Fiber, LLC f/k/a Vexus Fiber, Inc. f/k/a NTS Communications, LLC	NTS COMMUNICATIONS and Design 	1,798,210	1993-OCT-12
3.	Vexus Fiber, LLC f/k/a Vexus Fiber, Inc. f/k/a NTS Communications, LLC	DISCOVER DIFFERENT	6,087,250	2020-JUN-23
4.	Vexus Fiber, LLC f/k/a Vexus Fiber, Inc. f/k/a NTS Communications, LLC	VEXUS	6,087,212	2020-JUN-23
5.	Vexus Fiber, LLC f/k/a Vexus Fiber, Inc. f/k/a NTS Communications, LLC	VEXUS (Stylized) 	6,087,253	2020-JUN-23
6.	Vexus Fiber, LLC f/k/a Vexus Fiber, Inc. f/k/a NTS Communications, LLC	VEXUS FIBER	6,286,975	2021-MAR-9
7.	Vexus Fiber, LLC f/k/a Vexus Fiber, Inc. f/k/a NTS Communications, LLC	VEXUS FIBER & Design 	6,382,191	2021-JUN-8