

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTT RemainCo, LLC		12/30/2022	Limited Liability Company: DELAWARE
GC Pivotal, LLC		12/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Administrative Agent		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5609742	GTT	
Registration Number:	5609701	GTT	
Registration Number:	4259051	ETHERVISION	
Registration Number:	4199402	ETHERCLOUD	
Registration Number:	5010507	GLOBALCAPACITY	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	44844.00001		
NAME OF SUBMITTER:	Javier J. Ramos		

CH \$140.00 5609742

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	01/03/2023
Total Attachments: 6 source=04. GTT - Opco U.S. Trademark Security Agreement#page1.tif source=04. GTT - Opco U.S. Trademark Security Agreement#page2.tif source=04. GTT - Opco U.S. Trademark Security Agreement#page3.tif source=04. GTT - Opco U.S. Trademark Security Agreement#page4.tif source=04. GTT - Opco U.S. Trademark Security Agreement#page5.tif source=04. GTT - Opco U.S. Trademark Security Agreement#page6.tif	

U.S. TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK SECURITY AGREEMENT dated as of December 30, 2022 (this “Agreement”), between the signatories hereto (together with their respective successors and assigns, the “Assignors”) and Wilmington Savings Fund Society, FSB, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

1. This Agreement is made pursuant to the Credit Agreement, dated as of December 30, 2022 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among, *inter alios*, GTT Communications, Inc., Delaware corporation, GTT Remainco, LLC, Delaware limited liability company, GTT Communications B.V., a company organized under the laws of the Netherlands, the Subsidiary Guarantors party thereto, the lenders party thereto (the “Lenders”), and the Administrative Agent.

In connection with the Credit Agreement, each Assignor is a party to a U.S. Pledge and Security Agreement, dated as of December 30, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Assignors, the other grantors named therein and the Administrative Agent, pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, collateral assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, each Assignor hereby collaterally assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

all registrations and recordings with respect to any of the foregoing;

all reissues, extensions and renewals of any of the foregoing;

all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by such Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement, in each case, as it relates to the trademarks, trade names and service marks referred to in the above clauses (i), (ii), (iii) and (iv);

all rights to sue for past, present or future infringements, dilutions or violations of any of the foregoing;

all goodwill related to any of the foregoing; and

all proceeds of any and all of the foregoing.

Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignors, the other grantors named therein and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS THAT WOULD GIVE EFFECT TO THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

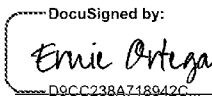
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GTT RemainCo, LLC

By: 
Name: Ernest Ortega
Title: Chief Executive Officer and President

GC Pivotal, LLC

By: 
Name: Ernest Ortega
Title: Chief Executive Officer and President

Accepted and acknowledged by:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent

By: 
Name: John McNichol
Title: Assistant Vice President

Schedule A
to U.S. Trademark Security Agreement

Registration No.

Owner

Mark

5609742

GTT RemainCo, LLC

GTT

5609701

GTT RemainCo, LLC

4259051

GTT RemainCo, LLC

4199402

GTT RemainCo, LLC

gtt®

ETHERVISION

ETHERCLOUD



5010507

GC Pivotal, LLC