

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTT Remainco, LLC		03/30/2023	Limited Liability Company: DELAWARE
GC Pivotal, LLC		03/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wingspire Capital LLC		
Street Address:	13010 Morris Road		
Internal Address:	Suite 175		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: 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:			
<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:	6785532204		
Email:	michelle.thompson@gtlaw.com		
Correspondent Name:	Michelle Thompson		
Address Line 1:	3333 Piedmont Road NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
NAME OF SUBMITTER:	Michelle Thompson		
SIGNATURE:	/Michelle Thompson/		

CH \$140.00 5609742

DATE SIGNED:	04/04/2023
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Total Attachments: 6

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U.S. TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK SECURITY AGREEMENT dated as of March 30, 2023 (this “Agreement”), between the signatories hereto (together with their respective successors and assigns, the “Assignors”) and Wingspire Capital LLC, 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:

This Agreement is made pursuant to the Credit Agreement, dated as of March 30, 2023 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among, *inter alios*, GTT Communications, Inc., a Delaware corporation (“Holdings”), certain Subsidiaries of Holdings from time to time party thereto as Borrowers, certain Subsidiaries of Holdings from time to time party thereto as Guarantors, 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 March 30, 2023 (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.

Section 2. 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 (collectively, the “Trademark Collateral”):

(i) 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);

(ii) 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);

(iii) 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;

(iv) 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;

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

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) 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);

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

(ix) all goodwill related to any of the foregoing; and

(x) all proceeds of any and all of the foregoing.

Section 3. 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. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Assignor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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 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.

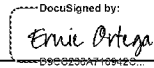
Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. 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.

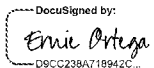
[Remainder of page intentionally left blank]

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: 
Ernest Ortega
Chief Executive Officer and President

GC PIVOTAL, LLC

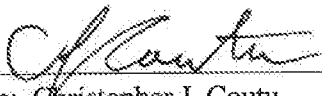
By: 
Ernest Ortega
Chief Executive Officer and President

[Signature Pages to US Trademark Security Agreement]

TRADEMARK
REEL: 008033 FRAME: 0891

Accepted and acknowledged by:

WINGSPIRE CAPITAL LLC, as Administrative Agent

By: 
Name: Christopher J. Coutu
Title: Senior Managing Director

[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 008033 FRAME: 0892

Schedule A
to U.S. Trademark Security Agreement

Registration No.
5609742

Owner
GTT RemainCo, LLC

Mark
GTT

5609701
4259051
4199402

GTT RemainCo, LLC
GTT RemainCo, LLC
GTT RemainCo, LLC

gtt:
ETHERVISION
ETHERCLOUD

5010507

GC Pivotal, LLC

