

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTELCO INC.		05/01/2023	Corporation: DELAWARE
NETSPEED LLC		05/01/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5632085	TECHNOLOGY. TRADITION. TOGETHER.	
Registration Number:	5719808	O OTELCO	
Registration Number:	5719807	OTELCO	
Registration Number:	3615841	OTELCO	
Registration Number:	3615839	OT	
Registration Number:	4709510	OTELCO LIGHTWAVE	
Registration Number:	5645028	GONETSPEED	
Registration Number:	5645029	GONETSPEED	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		

CH \$215.00 5632085

ATTORNEY DOCKET NUMBER:	122951-00087
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	05/02/2023

Total Attachments: 5

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of May 1, 2023 (this “Notice”), made by the parties signatory hereto (each, a “Pledgor” and together, the “Pledgors”), in favor of Alter Domus (US) LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement dated as of May 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Future Fiber FinCo, LLC, a Delaware limited liability company (the “Borrower”), Future Fiber Holdings, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “Holdings”), each other Pledgor from time to time party thereto, and Alter Domus (US) LLC, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “Collateral Agent”). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, whether now existing or hereafter arising, the Pledgors pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “Trademark Collateral”):

(a) all Trademarks of the United States of America, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use Trademark application prior to the filing with, and acceptance by, the U.S. Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination.* This Notice is made to secure the payment of the Secured Obligations. This Notice and the security interest granted hereby shall terminate with respect to each of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to a Pledgor as such Pledgor may request, at the sole expense of such Pledgor, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Notice. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall, at the sole expense of a Pledgor, reasonably cooperate with any efforts made by such Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Notice and any security interest in, to or under the Trademark Collateral.

SECTION 7. *Loan Document.* This Notice constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature Pages Follow]

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

OTELCO INC.

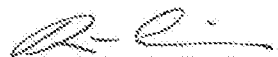
By: Anna M. Reynolds
Name: Anna Reynolds
Title: Authorized Signatory

NETSPEED LLC

By: Anna M. Reynolds
Name: Anna Reynolds
Title: Authorized Signatory

ACCEPTED AND AGREED:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 

Name: Pinju Chiu


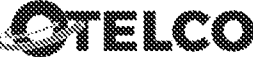
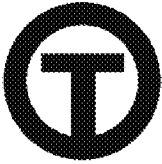
Title: Associate Counsel

[Signature Page to Notice of Grant of Security Interest in Trademarks]


TRADEMARK
REEL: 008057 FRAME: 0549

Trademarks and Applications

Otelco Inc.

Trademark/ Service Mark	Registration Date	Reg. No.	
Technology. Tradition. Together. (BW)	12/18/2018	5,632,085	
 (BW)	4/9/2019	5,719,808	
 (BW	4/9/2019	5,719,807	
OTELCO	05-MAY-2009	3615841	
	05-MAY-2009	3615839	
OTELCO LIGHTWAVE	24-MAR-2015	4709510	

Netspeed LLC

Trademark/ Mark/Tradename	Service	Reg. No.	Registration Date
GONETSPEED		5645028	1/1/2019
GoNetspeed 		5645029	1/1/2019