

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836053

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TORONTO DOMINION (TEXAS) LLC, AS COLLATERAL AGENT		08/31/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GRIDIRON FIBER CORP.
Street Address:	ONE LUMOS PLAZA
City:	WAYNESBORO
State/Country:	VIRGINIA
Postal Code:	22980
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5946063	CONNECTING YOU TO YOUR WORLD
Registration Number:	4484837	OUR TECHNOLOGY COMES WITH PEOPLE
Registration Number:	4087322	LUMOS NETWORKS
Registration Number:	5451415	NORTHSTATE
Registration Number:	5601503	FIBERSITE
Registration Number:	4503392	CLOUD VOICE
Registration Number:	4291169	NORTHSTATE BUSINESS
Serial Number:	90231516	LUMOS

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

TRADEMARK

ATTORNEY DOCKET NUMBER:	2103120 2L
NAME OF SUBMITTER:	Tarangana Thapa
SIGNATURE:	/Tarangana Thapa/
DATE SIGNED:	08/31/2023

Total Attachments: 5

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SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS

This SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 31, 2023 (the “Effective Date”), is made by Toronto Dominion (Texas) LLC (“Toronto Dominion”), as collateral agent for the Secured Parties (the “Agent”), in favor of Gridiron Fiber Corp., a Delaware corporation located at One Lumos Plaza, Waynesboro, VA, 22980 (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of October 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made by the Grantors and the Subsidiary Parties from time to time party thereto in favor of the Agent, the Grantors granted to the Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of October 1, 2021 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 4, 2021 at Reel/Frame 7467/0647;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Trademarks, including but not limited to the trademarks and trademark licenses set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title, or interest in and to the Trademarks under the Trademark Security Agreement or the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantors. The Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, to more fully and effectively effectuate the purposes of this Release.

5. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantors acknowledge that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.

6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

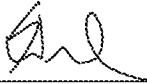
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representatives as of the Effective Date:

TORONTO DOMINION (TEXAS) LLC,
as Collateral Agent

By: *Ronald Davis*
Name: Ronald Davis
Title: Authorized Signatory

GRANTOR:

GRIDIRON FIBER CORP.

By: 
Name: Shane Ward
Title: Chief Financial Officer

SCHEDULE I

UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTERED OWNER	REGISTRATION DATE
Connecting You to Your World	5946063	Gridiron Fiber Corp. (successor-in-interest to South Carolina Telecommunications Group Holdings LLC DBA Segra)	12/24/2019
Our Technology Comes with People	4484837	Gridiron Fiber Corp. (successor-in-interest to Lumos Networks Inc.)	2/18/2014
LUMOS NETWORKS	4087322	Gridiron Fiber Corp. (successor-in-interest to nTelos Network Inc.)	1/27/2012
NORTHSTATE	5451415	Gridiron Fiber Corp. (successor-in-interest to North State Telephone Company)	4/24/2018
FIBERSITE	5601503	Gridiron Fiber Corp. (successor-in-interest to North State Telephone Company)	11/6/2018
CLOUD VOICE	4503392	Gridiron Fiber Corp. (successor-in-interest to North State Telephone Company)	3/25/2014
NORTHSTATE BUSINESS	4291169	Gridiron Fiber Corp. (successor-in-interest to North State Telephone Company)	2/19/2013

UNITED STATES TRADEMARK APPLICATIONS

TRADEMARK	REGISTRATION NUMBER	APPLICANT	REGISTERED OWNER
LUMOS	90231516	10/2/2020	Gridiron Fiber Corp. (successor in interest to Lumos Networks Inc.)