

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency (Reel 6244 / Frame 0439)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		09/29/2023	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Successor Agent		
Street Address:	900 W Trade Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2997268	ATLANTIC BROADBAND	
Registration Number:	2997251	ATLANTIC BROADBAND	
Registration Number:	3237906	METROCAST	
Registration Number:	3022975	METROCAST	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	10/02/2023		
Total Attachments: 6			
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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):

Credit Suisse AG, Cayman Islands Branch

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 29, 2023

- Assignment
- Security Agreement
- Other Notice of Succession of Agency
(Reel 6244 / Frame 0439)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A. as Successor Agent

Street Address: 900 W Trade Street

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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 A

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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Cogeco (08061.2554)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

4

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:

Doris Ka

Signature

October 2, 2023

Date

Doris Ka

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**NOTICE OF SUCCESSION OF AGENCY
REEL/FRAME 6244/0439**

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of September 29, 2023 (the “Effective Date”), is executed by Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), in its capacity as Collateral Agent for the Secured Parties (the “Prior Agent”), and Bank of America, N.A. (“BofA”), in its capacity as Collateral Agent for the Secured Parties (the “Successor Agent”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 4, 2018, by and among Cogeco Communications Finance (USA), LP, a Delaware limited partnership (the “Term Borrower” or the “Borrower Representative”), Cogeco Financing 2 LP, a Delaware limited partnership (the “Amendment No. 5 Incremental Borrower”), Cogeco US Finance, LLC, a Delaware limited liability company (the “Revolving Borrower” and, together with the Borrower Representative and the Amendment No. 5 Incremental Borrower, the “Borrowers”), Cogeco US Inc., a Delaware corporation (“Holdings”), the Successor Agent (as successor to the Prior Agent), and the financial institutions from time to time party thereto as lenders (the “Lenders”), (as amended by Amendment No. 1, dated as of August 2, 2019, Amendment No. 2, dated as of December 6, 2019, Amendment No. 3, dated as of February 3, 2020, Amendment No. 4, dated as of February 28, 2020, Amendment No. 5, dated as of September 1, 2021, and Amendment No. 6, dated as of May 25, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Existing Credit Agreement”), the Successor Agent (as successor to the Prior Agent) and certain Grantors party thereto entered into that certain Security Agreement, dated as of January 4, 2018 (as supplemented by Security Agreement Supplement No. 1, dated as of August 30, 2019, Security Agreement Supplement No. 2, dated as of May 2020, and Security Agreement Supplement No. 3, dated as of September 1, 2021, the “Security Agreement”), and the Trademark Security Agreement, dated as of January 4, 2018 (the “Trademark Security Agreement”), pursuant to which the Grantors granted a security interest in and to certain collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 5, 2018, at Reel/Frame 6244/0439, with respect to the trademarks identified on Schedule A attached hereto (the “IP Collateral”);

WHEREAS, the Existing Credit Agreement was amended pursuant to that certain Amendment No. 7 (the “Amendment”), dated as of the date hereof, by and among the Borrower Representative, the Revolving Borrower, the Prior Agent, the Successor Agent and the Lenders and L/C Issuers party thereto (as amended, the “Credit Agreement”), and in connection with the transactions under the Amendment, the Borrowers, the Prior Agent, the Successor Agent, Holdings, the other Loan Parties party thereto and the Lenders and L/C Issuers party thereto have entered into that certain Resignation and Appointment Agreement, dated as of the date hereof (the “Resignation Agreement”), whereby the Prior Agent resigned as Collateral Agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as successor Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree 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 Amendment, the Resignation Agreement, the Credit Agreement, or the other Loan Documents, as applicable.

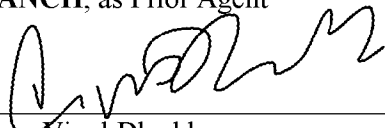
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Collateral Agent under such capacity and is

succeeded to and replaced by the Successor Agent as Collateral Agent under such capacity, and in furtherance thereof the Prior Agent assigned to the Successor Agent, and the Successor Agent assumed, the security interest in the IP Collateral. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the IP Collateral under the Trademark Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

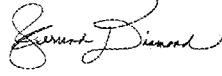
[Signatures to Follow]

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Prior Agent**

By: 
Name: Vipul Dhadha
Title: Authorized Signatory

By: 
Name: Cassandra Droogan
Title: Authorized Signatory

	<p>BANK OF AMERICA, N.A., as Successor Agent</p> <p>By: </p> <hr/> <p>Name: Gerund Diamond Title: Vice President</p>
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Schedule A

Trademarks:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Cogeco US Finance, LLC	ATLANTIC BROADBAND & Design	78370075	02/18/2004	2997268	09/20/2005
2.	Cogeco US Finance, LLC	ATLANTIC BROADBAND	78368165	02/13/2004	2997251	09/20/2005
3.	Cogeco US Finance, LLC	METROCAST & Design	78333611	11/26/2003	3237906	05/01/2007
4.	Cogeco US Finance, LLC	METROCAST & Design	78333644	11/26/2003	3022975	12/06/2005