

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM164259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optical Telecommunications, Inc.		02/29/2024	Corporation: FLORIDA
RECEIVING PARTY DATA			
Company Name:	Toronto Dominion (Texas) LLC, as collateral agent		
Street Address:	TD North Tower, 26th Floor		
Internal Address:	77 King Street		
City:	West Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5114350	OPTICALTEL	
Registration Number:	4418484	FIBERNOW	
CORRESPONDENCE DATA			
Fax Number:	3474021997		
<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:	2123732619		
Email:	kshmorhun@paulweiss.com,skwan@paulweiss.com		
Correspondent Name:	Katerina Shmorhun		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	024313-00003		
NAME OF SUBMITTER:	Katerina Shmorhun		
SIGNATURE:	Katerina Shmorhun		
DATE SIGNED:	03/05/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of February 29, 2024 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Toronto Dominion (Texas) LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of February 29, 2024 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among HCONTROL BORROWER, LLC, a Delaware limited liability company (the "Borrower"), HCONTROL GUARANTOR, LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in

the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The Collateral Agent shall, as and when required by Section 10.4 of the Security Agreement, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security 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 Trademark Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

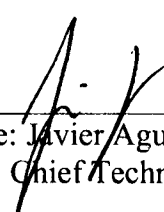
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OPTICAL TELECOMMUNICATIONS, INC.,
as Pledgor

By:


Name: Javier Aguirre
Title: Chief Technology Officer

Accepted and Agreed:

TORONTO DOMINION (TEXAS) LLC,
as Collateral Agent

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008361 FRAME: 0155

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Optical Telecommunications, Inc.	5114350	OPTICALTEL
Optical Telecommunications, Inc.	4418484	FIBERNOW