

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI111899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visionary Communications LLC		03/21/2024	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Company Name:	AB Private Credit Investors LLC		
Street Address:	405 Colorado Street		
Internal Address:	Suite 1500		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	7104942	V	
Registration Number:	7111229	VISIONARY BROADBAND	
Registration Number:	6013627		
Registration Number:	3705111		
Registration Number:	3705082	MAMMOTH NETWORKS	
Registration Number:	2764453		
Registration Number:	2823224	VISIONARY	
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:	(800)927-9801		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC -J. Paterson		
Address Line 1:	19 West 44th Street		
Address Line 2:	Suite 200		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	146252-1		

CH \$190.00.00 97430835

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	Jean Paterson
DATE SIGNED:	03/21/2024
Total Attachments: 5 source=3-21-2024 Visionary_Communications 1_TM#page1.tif source=3-21-2024 Visionary_Communications 1_TM#page2.tif source=3-21-2024 Visionary_Communications 1_TM#page3.tif source=3-21-2024 Visionary_Communications 1_TM#page4.tif source=3-21-2024 Visionary_Communications 1_TM#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2024 (this “Agreement”), among VISIONARY COMMUNICATIONS LLC, a Wyoming limited liability company (formerly known as Visionary Communications, Inc.) (the “Grantor”) and AB PRIVATE CREDIT INVESTORS LLC, as Collateral Agent.

Reference is made to (a) the Credit Agreement, dated as of March 21, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among VISIONARY BROADBAND INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), VISIONARY BUYER LLC, a Wyoming limited liability company (“Borrower”), the Lenders and the Issuing Banks from time to time party thereto and AB PRIVATE CREDIT INVESTORS LLC, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement, dated as of March 21, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, to the extent not an Excluded Asset, (i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the forgoing, (iii) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing, and (iv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but 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 such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor any reasonable instrument in writing in recordable form reasonably requested by the Grantor to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor 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 Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

VISIONARY COMMUNICATIONS LLC,
a Wyoming limited liability company

DocuSigned by:

Brian R Worthen

By: _____

Name: Brian Worthen

Title: President

[Signature Page to Trademark Security Agreement]

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

DocuSigned by:

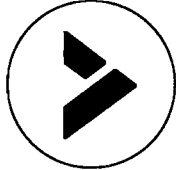




By: Patrick Fear

Name: Patrick Fear

Title: Managing Director

Schedule I

TRADEMARKS

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
 V	97430835 26-MAY-2022	7104942 11-JUL-2023	Registered	VISIONARY COMMUNICATIONS LLC
VISIONARY BROADBAND	97409371 13-MAY-2022	7111229 18-JUL-2023	Registered	VISIONARY COMMUNICATIONS LLC
Design Only 	88593218 26-AUG-2019	6013627 17-MAR-2020	Registered	VISIONARY COMMUNICATIONS LLC
Design Only 	77714184 15-APR-2009	3705111 03-NOV-2009	Registered	VISIONARY COMMUNICATIONS LLC
MAMMOTH NETWORKS	77713728 14-APR-2009	3705082 03-NOV-2009	Registered	VISIONARY COMMUNICATIONS LLC
Design Only 	78190660 03-DEC-2002	2764453 16-SEP-2003	Registered	VISIONARY COMMUNICATIONS LLC
VISIONARY 	78189219 26-NOV-2002	2823224 16-MAR-2004	Registered	VISIONARY COMMUNICATIONS LLC