

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI111938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoBank, ACB, as Administrative Agent		03/21/2024	Chartered Bank: COLORADO
RECEIVING PARTY DATA			
Company Name:	Visionary Communications LLC		
Street Address:	1001 S. Douglas Hwy, Suite 201		
City:	Gillette		
State/Country:	WYOMING		
Postal Code:	82716		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2764453		
Registration Number:	2823224	VISIONARY	
Registration Number:	3705111		
Registration Number:	3705082	MAMMOTH NETWORKS	
Registration Number:	6013627		
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:	8009279801		
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:	146252-2		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	Jean Paterson		
DATE SIGNED:	03/21/2024		

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Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (“Release”), dated as of March 21, 2024, is granted by CoBank, ACB, as the administrative agent for the secured parties under the Credit Agreement (as defined below) (in such capacity, together with its successors and assigns, if any, the “Releasor”), in favor of Visionary Communications LLC, a Wyoming limited liability company (the “Releasee”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 1, 2022 (the “Credit Agreement”), among the Releasor, the Releasee, as borrower, the guarantors party thereto and the lenders party thereto, the Releasee executed and delivered to the Releasor that certain (i) Pledge and Security Agreement, dated as of June 1, 2022 (the “Pledge and Security Agreement”) and (ii) Grant of Security Interest in Trademarks, recorded at the United States Patent and Trademark Office (“USPTO”) on March 8, 2023 at Reel 7997 Frame 0092 (the “Trademark Security Agreement”; and together with the Pledge and Security Agreement, the “Security Agreements”).

WHEREAS, pursuant to the Trademark Security Agreement, the Releasee pledged and granted to the Releasor for the ratable benefit of the Secured Parties (as defined in the Pledge and Security Agreement), a continuing security interest in all right, title and interest of the Releasee in, to and under the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or have pending registrations in the United States Patent and Trademark Office (all such trademarks, service marks, registrations and applications, collectively, the “Trademarks”), and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks (collectively, the “Collateral”) to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Releasee has requested and the Releasor has agreed to provide this Release of Trademark Security Interest to confirm the release, relinquishment and discharge of its continuing security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest. The Releasor, on behalf of itself and the Secured Parties, their successors and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Releasee, and reassigns to the Releasee any and all right, title and interest that it may have, in, to and under the Collateral.

3. Further Assurances. The Releasor hereby authorizes the Releasee or the Releasee's authorized representative to record this Release with the USPTO. The Releasor further agrees to execute and deliver to the Releasee any and all further documents and instruments, and do any and all further acts which the Releasee (or its agents or designees) reasonably request (at the Releasee's sole cost and expense) in order to confirm this Release and the Releasee's right, title and interest in, to and under the Trademarks.

4. Governing Law. This Release of Trademark Security Interest and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release of Trademark Security Interest and the transactions contemplated hereby shall be governed by, construed in accordance with, the law of the State of New York without regard to of law principles that require or permit application of the laws of any other state or jurisdiction.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Interest to be duly executed as of March 21, 2024.

COBANK, ACB, in its capacity as administrative agent for the Secured Parties

By: 
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Kevin Oliver
Managing Director

[Release of Trademark Security Interest – Visionary Communications LLC]

TRADEMARK
REEL: 008376 FRAME: 0782

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Application or Registration Number	Filing or Issue Date
Visionary Communications LLC	Service Mark (Head)	2,764,453	9/16/2003
Visionary Communications LLC	Service Mark (Visionary) (Stylized)	2,823,224	3/16/2004
Visionary Communications LLC	Service Mark, Child's Head	3,705,111	11/3/2009
Visionary Communications LLC	MAMMOTH NETWORKS	3,705,082	11/3/2009
Visionary Communications LLC	Mammoth Networks	6,013,627	2/22/2005
Visionary Communications LLC	Visionary Broadband	2017- 000773600	10/24/2017
Visionary Communications LLC	Bighorn Fiber Network	2013- 000654096	11/18/2013