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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI115069

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Q Fiber, LLC		03/22/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	Bank of America, N.A., as Collateral Agent	
Street Address:	Gateway Village-900 Building	
Internal Address:	900 West Trade Street	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28255-0001	
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	98025138	360 WIFI
Serial Number:	98217317	INSTANT INTERNET
Serial Number:	98217370	INSTANT 360 WIFI

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: 8007130755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	03/22/2024

Total Attachments: 6

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Notice of Grant of Security Interest in Intellectual Property (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of March 22, 2024 (this "Notice"), made by Q Fiber, LLC, a Delaware limited liability company (the "Pledgor"), in favor of Bank of America, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of March 22, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among LUMEN TECHNOLOGIES, INC. (the "Borrower"), each Guarantor identified therein, Bank of America, N.A., as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein), and the Authorized Representatives party thereto. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including without limitation, any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor 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, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

Q Fiber, LLC

Name: Chris Stansbury

Title: Executive Vice President & Chief

Financial Officer

BANK OF AMERICA, N.A., as Collateral Agent

Name: Don B. Pinzon

Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

Schedule I to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Q Fiber, LLC

U.S. Trademark Applications

<u>Mark</u>	Application No.	Application Date
360 WIFI	98025138	6/2/2023
INSTANT INTERNET	98217317	10/10/2023
INSTANT 360 WIFI	98217370	10/10/2023

RECORDED: 03/22/2024