

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI146439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Collateral Agent		04/03/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Company Name:	Northwest Fiber, LLC		
Street Address:	135 Lake Street South		
Internal Address:	Suite 155		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88754908	ZIPLYENTERPRISE	
Serial Number:	88664300	ZIPLY	
Serial Number:	88754896	ZIPLYBUSINESS	
Serial Number:	88754922	ZIPLYWHOLESALE	
Serial Number:	88754937	ZIPLYHOME	
Serial Number:	88754961	ZIPLY FIBER	
Serial Number:	90498604	ZIPLY FIBER	
Serial Number:	88754956	ZIPLY FIBER	
Serial Number:	90498593	MYZIPLY	
Serial Number:	90498616	ZIPLY FIBER	
Serial Number:	88754886	ZIPLY FIBER	
Serial Number:	88754970	ZIPLY FIBER	
Serial Number:	88754947	GET ZIPLY	
CORRESPONDENCE DATA			
Fax Number:	3474041997		
<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>			

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Phone: 2123732619
Email: kshmorhun@paulweiss.com,rjerry@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: 023045-003

NAME OF SUBMITTER: Katerina Shmorhun

SIGNATURE: Katerina Shmorhun

DATE SIGNED: 04/05/2024

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 3, 2024 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of Northwest Fiber, LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, pursuant to that certain Collateral Agreement, dated as of May 1, 2020, by and among the Agent, the Grantor and certain other parties thereto (as supplemented by that certain Supplement No. 1, dated as of July 29, 2022, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of October 18, 2021, by and among the Grantor and Agent (the “2021 Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2021 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 18, 2021, at Reel/Frame 7457/0202;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 26, 2023, by and among the Grantor and Agent (the “2023 Trademark Security Agreement” and, together with the 2021 Trademark Security Agreement, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2023 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 27, 2023, at Reel/Frame 8053/0650; and

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreements, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a security interest in all of its intellectual property, including but not limited to the trademark registrations and applications set forth Schedule I attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademarks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees 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 Collateral Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Trademarks. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademarks, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

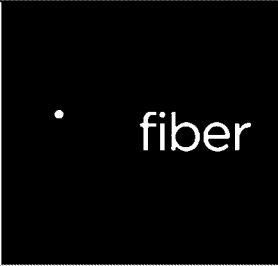
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the Secured Parties

By: 
Name: Felicia Brinson
Title: Assistant Vice President

Schedule I

United States Trademark Registrations & Applications

	Owner	Trademark (or Design)	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Northwest Fiber, LLC	ZIPLYENTERPRISE	88754908	01/10/2020	6479776	09/07/2021
2.	Northwest Fiber, LLC	ZIPLY	88664300	11/22/2019	6302250	03/23/2021
3.	Northwest Fiber, LLC	ZIPLYBUSINESS	88754896	01/01/2020	6479775	09/07/2021
4.	Northwest Fiber, LLC	ZIPLYWHOLESALE	88754922	01/10/2020	6302425	03/23/2021
5.	Northwest Fiber, LLC	ZIPLYHOME	88754937	01/10/2020	6479777	09/07/2021
6.	Northwest Fiber, LLC	ziply fiber	88754961	01/10/2020	6302426	03/23/2021
7.	Northwest Fiber, LLC	ZIPLY FIBER	90498604	01/29/2021	6632027	02/01/2022
8.	Northwest Fiber, LLC	ziply fiber	88754956	01/10/2020	6531485	10/19/2021
9.	Northwest Fiber, LLC	MYZIPLY	90498593	01/29/2021	6632026	02/01/2022
10.	Northwest Fiber, LLC	ziply fiber	90498616	01/29/2021	6632028	02/01/2022
11.	Northwest Fiber, LLC	ZIPLY FIBER	88754886	01/10/2023	6310182	03/30/2021
12.	Northwest Fiber, LLC		88754970	01/10/2020	6302427	03/23/2021
13.	Northwest Fiber, LLC	GET ZIPLY	88754947	01/10/2020	6694736	04/05/2022