

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390109

| | | | |
|---|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Caribbean Asset Holdings, LLC | | 07/01/2016 | Limited Liability Company: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | Rural Telephone Finance Cooperative | | |
| Street Address: | 20701 Cooperative Way | | |
| City: | Dulles | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 20166 | | |
| Entity Type: | Cooperative Association: SOUTH DAKOTA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4546630 | EVO BY INNOVATIVE BUSINESS | |
| Registration Number: | 4546628 | | |
| Registration Number: | 4546631 | EVO BY INNOVATIVE CONTINUING THE EVOLUTI | |
| Registration Number: | 4546629 | | |
| Registration Number: | 4546627 | | |
| Serial Number: | 86020312 | LIVE.BUY LOCAL SPONSORED BY INNOVATIVE. | |
| Serial Number: | 86360291 | INNOVATIVE BUSINESS SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2148558200 | | |
| <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: | 2148558000 | | |
| Email: | chris.andersen@nortonrosefulbright.com | | |
| Correspondent Name: | Chris R. Andersen | | |
| Address Line 1: | 2200 Ross Avenue, Suite 3600 | | |
| Address Line 2: | Norton Rose Fulbright US LLP | | |
| Address Line 4: | Dallas, TEXAS 75201-7932 | | |
| ATTORNEY DOCKET NUMBER: | 11311678 | | |
| NAME OF SUBMITTER: | Chris Andersen | | |

OP \$190.00 4546630

| | |
|---|------------------|
| SIGNATURE: | /chris andersen/ |
| DATE SIGNED: | 07/01/2016 |
| Total Attachments: 6 source=ATN - Trademark Security Agreement#page1.tif source=ATN - Trademark Security Agreement#page2.tif source=ATN - Trademark Security Agreement#page3.tif source=ATN - Trademark Security Agreement#page4.tif source=ATN - Trademark Security Agreement#page5.tif source=ATN - Trademark Security Agreement#page6.tif | |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2016 by CARIBBEAN ASSET HOLDINGS LLC, a Delaware limited liability company ("Grantor"), in favor of RURAL TELEPHONE FINANCE COOPERATIVE (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof, by and among Grantor, the other Loan Parties party thereto, and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lender agreed to extend certain financial accommodations to Grantor; and

WHEREAS, pursuant to the Security Agreement (such term is used herein as defined in the Loan Agreement) delivered in connection with the Loan Agreement, Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Loan Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any of its Trademarks, including those registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under a Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under a Trademark License; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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.

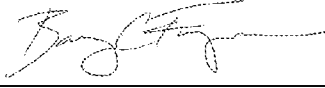
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks. Without limiting any of the Grantor's obligations under this Section 4, Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Lender in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

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

CARIBBEAN ASSET HOLDINGS LLC,
a Delaware limited liability company

By:  _____

Name: Barry Fougere

Title: President

ACCEPTED AND ACKNOWLEDGED BY:


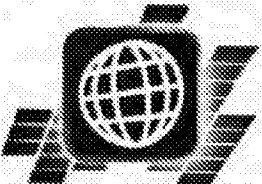
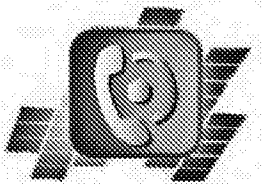
RURAL TELEPHONE FINANCE COOPERATIVE,
as the Lender



By: _____

Name: Don Samonte

Title: Assistant Secretary -Treasurer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

| Mark | App. No. | Registration No. | Registration Date |
|---|----------|------------------|-------------------|
| <p>EVO BY INNOVATIVE BUSINESS and Design</p>  | 86020293 | 4546630 | 06-10-2014 |
| <p>Cable TV (Design Only)</p>  | 86020290 | 4546628 | 06-10-2014 |
| <p>EVO BY INNOVATIVE CONTINUING THE EVOLUTION. and Design</p>  | 86020311 | 4546631 | 06-10-2014 |
| <p>Internet (Design Only)</p>  | 86020292 | 4546629 | 06-10-2014 |
| <p>Telephone (Design Only)</p>  | 86020287 | 4546627 | 06-10-2014 |

| Mark | App. No. | Registration No. | Registration Date |
|---|----------|------------------|-------------------|
| <p>LIVE.BUY LOCAL SPONSORED BY INNOVATIVE U.S. VIRGIN ISLANDS</p>  | 86020312 | N/A | N/A |
| <p>INNOVATIVE BUSINESS SOLUTIONS and Design</p>  | 86360291 | N/A | N/A |