

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airband Communications, Inc.		09/24/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	American Broadband, Inc.		
Street Address:	1321 Connellsville Road		
City:	Lemont Furnace		
State/Country:	PENNSYLVANIA		
Postal Code:	15456		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2561540	AIRBAND	
Registration Number:	2732571	AIRBAND COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	(617) 570-1000		
Email:	TMAdmin@goodwinlaw.com		
Correspondent Name:	Alan F. Feeney, Esq./Goodwin Procter LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	ALAN F FEENEY, ESQ		
SIGNATURE:	/alan f feeney/		
DATE SIGNED:	03/29/2017		
Total Attachments: 3			
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TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*"), dated and effective as of September 24, 2015 (the "*Effective Date*"), is made by and between Airband Communications, Inc., a Delaware corporation ("*Transferor*"), and American Broadband, Inc., a Delaware corporation ("*Transferee*"). Transferor and Transferee are sometimes referred to herein together as the "*Parties*" and individually as a "*Party*".

Background:

Each of Transferor and Transferee is a direct or indirect subsidiary of GTT Communications, Inc. ("*Parent*"). As a result of Parent's growth through acquisitions, Parent has acquired numerous subsidiaries, and many of these subsidiaries themselves have subsidiaries or conduct businesses similar to other subsidiaries of Parent. Parent has commenced an initiative to reduce the number of its subsidiaries, in order to realize administrative and operational efficiencies and to reduce expenses.

Parent, as the ultimate controlling equity owner of each of Transferor and Transferee, in conjunction with the board of directors or other governing body of Transferor and Transferee, as applicable, has determined that it would be in the best interests of Parent, Transferor and Transferee if the business, assets and liabilities of Transferor, in their entirety, were transferred to Transferee. Transferor will thereafter be dissolved in accordance with applicable law. Transferor and Transferee each desire to consummate such transfer, on the terms and conditions provided in this Agreement.

Agreement:

Based on the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Conveyance of Assets. Effective as of the opening of business on the Effective Date, Transferor hereby irrevocably transfers, conveys, assigns and delivers to Transferee all of the right, title and interest of Transferor in, to and under any and all tangible and intangible property, rights, privileges, powers and franchises, and any and all other assets or interests, of Transferor.

2. Assignment and Assumption of Contracts and Permits. Without limiting the generality of the preceding Section 1, effective as of the opening of business on the Effective Date, Transferor hereby irrevocably transfers, conveys, assigns and delivers to Transferee all of the right, title and interest of Transferor in, to and under (a) all governmental permits, authorizations and other approvals of Transferor, to the extent transferrable or assignable, that are necessary or appropriate to conduct the business conducted by Transferor prior to the Effective Date and (b) each contract to which Transferor is a party. Transferee hereby assumes, accepts and agrees to be responsible for any and all debts and liabilities, and agrees to perform any and all duties and obligations, arising under or related to any and all of such contracts,

permits, authorizations and other approvals, regardless of whether such debts, liabilities, duties or obligations arose or first became known prior to or after the Effective Date.

3. Assumption of Other Liabilities. In addition to the assumption of Transferor's contracts and governmental permits, authorizations and other approvals as contemplated by the preceding Section 2, Transferee hereby assumes, accepts and agrees to be responsible for any and all debts and liabilities, and agrees to perform any and all duties and obligations, of Transferor, whether existing as of the Effective Date or arising thereafter by reason of any circumstance, action or inaction of Transferor existing or occurring on or prior to the Effective Date, but in each case subject to any defense or other rights that would have been available to Transferor with respect thereto. Without limiting the generality of the foregoing sentence, it is the intent of the Parties that any and all debts, liabilities, duties and obligations of Transferor shall become the debts, liabilities, duties and obligations of Transferee, but in each case subject to any defense or other rights that would have been available to Transferor with respect thereto.

4. Further Assurances. Each Party agrees to take all steps the other Party deems necessary or appropriate to implement the transfer, assignment and assumption contemplated by this Agreement.

5. Miscellaneous.

(a) This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(b) This Agreement may not be amended, supplemented or modified except by an instrument in writing signed on behalf of each Party or its duly authorized representative. No waiver of any provision of this Agreement shall be valid unless the waiver is in writing and signed by the waiving Party or its duly authorized representative.

(c) If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of the Agreement shall remain in full force and effect. Upon such determination, the Parties or their duly authorized representatives shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties to the fullest extent permitted by applicable law.

(d) This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each of the Parties at such time as counterparts hereto shall have been executed and delivered by each of the Parties, regardless of whether both of the Parties have executed the same counterpart. Counterparts may be delivered via facsimile or other electronic transmission (including pdf) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Transfer, Assignment and Assumption Agreement to be duly executed as of the date first written above.

TRANSFEROR:

Airband Communications, Inc.

By: 

Name: Chris McKee

Title: General Counsel

TRANSFeree:

American Broadband, Inc.

By: 

Name: Chris McKee

Title: General Counsel