TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM447905

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
186 Communications, LLC		10/18/2017	Limited Liability Company: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas) LLC	
Street Address:	31 West 52nd Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10019-6101	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4555391	186 COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

susan.dinicola@hklaw.com Email:

Holland & Knight LLP **Correspondent Name:** Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	10/19/2017

Total Attachments: 5

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> **TRADEMARK** REEL: 006186 FRAME: 0293

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of October 18, 2017, by and between 186 Communications, LLC, a New Hampshire limited liability company (the "Grantor"), and TORONTO DOMINION (TEXAS) LLC (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Loan Agreement dated as of August 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among TVC ALBANY, INC., a Delaware corporation, OHCP Northeastern Fiber Buyer, Inc., a Delaware corporation, the Lenders party thereto and the Administrative Agent.

RECITALS:

A The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Amended and Restated Subsidiary Security Agreement dated as of September 18, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter created, acquired or reacquired:

each trademark, trademark registration ("<u>Trademark Registration</u>") and trademark application ("<u>Trademark Application</u>"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in <u>Schedule 1</u> annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark and Trademark Registration referred to in <u>Schedule 1</u>

TRADEMARK REEL: 006186 FRAME: 0294 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in <u>Schedule 1</u> annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

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GRANTOR:	186 COMMUNICATIONS, LLC
	By: XXX
	Name: Kurt Van Wagenen
	Title: President and Chief Executive Officer
ADMINISTRATIVE AGENT:	TORONTO DOMINION (TEXAS) LLC
	By:
	Name:
	Titla:

by its duly authorized representative as of the date first written above.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed

[186 COMMUNICATIONS, LLC - TRADEMARK SECURITY AGREEMENT-1L]

By:
Name: Kurt Van Wagenen
Title: President and Chief Executive
Officer

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS) LLC

By:
Name:
Title:
Rayan Karim
Authorized Signatory

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed

by its duly authorized representative as of the date first written above.

Schedule 1

to

Trademark Security Agreement

U.S. TRADEMARKS

Owner of Record	Trademark	Application or Registration No.	Filing Date	Goods
186 Communications LLC	186 Communications	4555391	October 23, 2013	IC 038. US 100 101 104. G&S: telecommunications services, namely providing fiber-optic networks.

Doc#: US1:11608568v4

RECORDED: 10/19/2017

TRADEMARK REEL: 006186 FRAME: 0298