

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Conterra Ultra Broadband, LLC		04/30/2019	Limited Liability Company: SOUTH CAROLINA
Detel Wireless, LLC		04/30/2019	Limited Liability Company: LOUISIANA
Tim Ron Enterprises, LLC		04/30/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	AB Private Credit Investors LLC
Street Address:	500 West 5th Street, Suite 1100
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4912347	DETEL
Registration Number:	4018180	CONTERRA BROADBAND SERVICES
Registration Number:	3925393	HELPING AMERICA GET UP TO SPEED
Registration Number:	4576157	BIG BROADBAND WITH NO BOUNDARIES
Registration Number:	4393122	CONTERRA FIBER SOLUTIONS
Registration Number:	4411745	CONTERRA TELEHEALTH NETWORKS
Registration Number:	4488975	BROADBAND WITHOUT BORDERS
Registration Number:	4380982	IT'S ALL ABOUT THE BANDWIDTH BABY!
Registration Number:	4556442	IT'S ALL ABOUT THE BANDWIDTH BABY
Registration Number:	2785545	CONTERRA
Registration Number:	3611569	CONTERRA BACKHAUL SOLUTIONS
Registration Number:	3634871	CONTERRA TELECOM SERVICES
Registration Number:	4769490	CONTERRA TOWER GROUP
Registration Number:	5246983	CONTERRA LIMITLESS COMMUNICATIONS
Serial Number:	86748540	CO CONTERRA LIMITLESS COMMUNICATIONS

CH \$490.00 4912347

Property Type	Number	Word Mark
Registration Number:	5129944	CONTERRA
Registration Number:	5200737	C
Registration Number:	5719518	CONTERRA NETWORKS FIBER DRIVEN. PEOPLE P
Registration Number:	5719517	CONTERRA NETWORKS

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	04/30/2019

Total Attachments: 5

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- source=Conterra - Second Lien Trademark Security Agreement (Executed)#page2.tif
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TRADEMARK SECURITY AGREEMENT

April 30, 2019

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is among DETEL WIRELESS, LLC, a Louisiana limited liability company, CONTERRA ULTRA BROADBAND, LLC, a South Carolina limited liability company, and TIM RON ENTERPRISES, LLC, a Texas limited liability company (each a "Grantor" and, collectively, the "Grantors"), and AB PRIVATE CREDIT INVESTORS LLC (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Second Lien Credit Agreement dated as of April 30, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among CONTERRA ULTRA BROADBAND HOLDINGS, INC., a Delaware corporation, CUB PARENT, INC., a Delaware corporation, the Lenders party thereto and the Administrative Agent.

R E C I T A L S:

A. Each Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Second Lien Subsidiary Security Agreement dated as of April 30, 2019 (as the same may be amended, restated, modified, or supplemented 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).

B. Pursuant to the terms of the Security Agreement, each Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of such Grantor, including, without limitation, all of such 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 such 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, each Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of such 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:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 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

(2) all Proceeds of the foregoing, including, without limitation, any claim by such 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 Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 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.

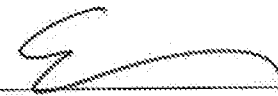
Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and 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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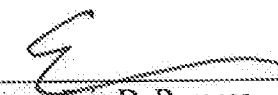
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first written above.

GRANTORS:

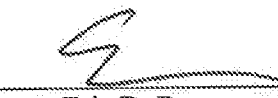
CONTERRA ULTRA BROADBAND, LLC

By: 
Name: Eric D. Burgess
Title: Executive Vice President and Chief Financial Officer

DETEL WIRELESS, LLC

By: 
Name: Eric D. Burgess
Title: Executive Vice President and Chief Financial Officer

TIM RON ENTERPRISES, LLC

By: 
Name: Eric D. Burgess
Title: Executive Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

AB PRIVATE CREDIT INVESTORS LLC

By: 

Name: Evan Cohen

Title: Managing Director

Schedule 1
to
Trademark Security Agreement

TRADEMARKS

Owner of Record	Jurisdiction	Trademark	Application or Registration No.	Registration Date	Serial Number
Detel Wireless, LLC	Louisiana	DETEL FIBER SYSTEMS	647877	10/17/2013	N/A
Detel Wireless, LLC	United States	DETEL	4912347	3/8/2016	86544406
Tim Ron Enterprises, LLC	Louisiana	NETWORK COMMUNICATIONS TELECOM	655391	11/5/2014	N/A
Conterra Ultra Broadband, LLC	United States	CONTERRA BROADBAND SERVICES	4018180	8/30/2011	85/082532
Conterra Ultra Broadband, LLC	United States	Helping America Get Up To Speed	3925393	3/1/2011	85/082553
Conterra Ultra Broadband, LLC	United States	BIG BROADBAND WITH NO BOUNDARIES	4576157	7/29/2014	85/166118
Conterra Ultra Broadband, LLC	United States	CONTERRA FIBER SOLUTIONS	4393122	8/27/2013	85/511782
Conterra Ultra Broadband, LLC	United States	CONTERRA TELEHEALTH NETWORKS	4411745	10/1/2013	85/562990
Conterra Ultra Broadband, LLC	United States	BROADBAND WITHOUT BORDERS	4488975	2/25/2014	85/563010
Conterra Ultra Broadband, LLC	United States	IT'S ALL ABOUT THE BANDWIDTH BABY!	4380982	8/6/2013	85/612427
Conterra Ultra Broadband, LLC	United States	IT'S ALL ABOUT THE BANDWIDTH BABY	4556442	6/24/2014	85/612430
Conterra Ultra Broadband, LLC	United States	CONTERRA	2785545	11/25/2003	76/384693
Conterra Ultra Broadband, LLC	United States	CONTERRA BACKHAUL SOLUTIONS & DESIGN	3611569	4/28/2009	77/536147
Conterra Ultra Broadband, LLC	United States	CONTERRA TELECOM SERVICES	3634871	6/9/2009	77/607592
Conterra Ultra Broadband, LLC	United States	CONTERRA TOWER GROUP	4769490	7/7/2015	86/090811
Conterra Ultra Broadband, LLC	United States	CONTERRA LIMITLESS COMMUNICATIONS (word mark)	5246983	7/18/2017	86/748570
Conterra Ultra Broadband, LLC	United States	CO CONTERRA LIMITLESS COMMUNICATIONS (stylized/design)	N/A	09/4/2015	86/748540
Conterra Ultra Broadband, LLC	United States	Conterra (stylized/design)	5129944	1/24/2017	86/748550
Conterra Ultra Broadband, LLC	United States	CO (stylized/design logo)	5200737	5/9/2017	86/748562
Conterra Ultra Broadband, LLC	United States	CONTERRA NETWORKS FIBER DRIVEN, PEOPLE POWERED.	5719518	4/9/2019	87/821,890
Conterra Ultra Broadband, LLC	United States	CONTERRA NETWORKS	5719517	4/9/2019	87/821,875

TRADEMARK

REEL: 006633 FRAME: 0381

RECORDED: 04/30/2019