

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELAWARE TRUST COMPANY, as Administrative Agent		09/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GC PIVOTAL, LLC		
Street Address:	7900 Tysons One Place, Suite 1450		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4900199	GLOBAL CAPACITY	
Registration Number:	5010507	GLOBALCAPACITY	
Registration Number:	4907437	MARKETPLACE OF NETWORKS	
Registration Number:	4891483	ONE MARKETPLACE	
Registration Number:	4754671	LATTIS	
Registration Number:	4891482	LATTIS PRO	
Registration Number:	4916600	ONE MARKETPLACE	
Registration Number:	4798522	CONNECTIVITY MADE SIMPLE	
Registration Number:	2178701	TELESPEED	
Registration Number:	2516334	COVAD	
Registration Number:	3692486	COVAD	
Registration Number:	2641591	TRANSBEAM	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		

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Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 44844.00001

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 09/20/2021

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of September 16, 2021 by DELAWARE TRUST COMPANY, in its capacity as Administrative Agent (the “Administrative Agent”), in favor of GC PIVOTAL, LLC (the “Assignor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the U.S. Trademark Security Agreement (defined below), the U.S. Pledge and Security Agreement (defined below), or if not defined therein, in the Priming Facility Credit Agreement (defined below).

WHEREAS, the Assignor is a party to that certain (i) Priming Facility Credit Agreement, dated as of December 28, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among, inter alios, GTT COMMUNICATIONS, INC., a company organized under the laws of the State of Delaware, GTT COMMUNICATIONS B.V., a company organized under the laws of the Netherlands, the lenders party thereto (the “Lenders”), and the Administrative Agent, (ii) U.S. Pledge and Security Agreement, dated as of December 28, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, collateral assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising, and (iii) U.S. Trademark Security Agreement, dated as of December 28, 2020, in favor of the Administrative Agent (the “U.S. Trademark Security Agreement”), pursuant to which the Assignor granted to the Administrative Agent a lien on and security interest in all right, title and interest of such Assignor in, to and under the Collateral;

WHEREAS, the U.S. Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7155, Frame 0753 on January 5, 2021;

WHEREAS, the Assignor has requested that the Administrative Agent terminate, release and discharge fully its lien on and security interest in all right, title and interest of such Assignor in, to and under the Collateral, including each trademark and trademark application listed on the attached Schedule A hereto, and execute a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its lien on and security interests in the Collateral as herein provided.

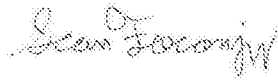
NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without representation or warranty of any kind, hereby releases, relinquishes and discharges, with respect to the Assignor, all of its lien on and security interest in and to all of the Assignor’s right, title, and interest in, to and under the Collateral, and re-assigns to the Assignor any and all right, title or interest it may have in such Collateral.

The Administrative Agent hereby authorizes the Assignor, or the Assignor’s authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Administrative Agent agrees to execute and deliver to the Assignor other instruments and other documents (each in such form as prepared by the Assignor and reasonably satisfactory to the Administrative Agent), and do all further acts which the Assignor (or its agents or designees) reasonably request, at the Assignor’s sole cost and expense, as may be necessary to release the lien on and security interest in the Collateral which had been granted under the U.S. Trademark Security Agreement.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN
ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO
CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF
ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY
MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND
THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

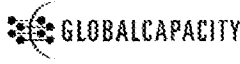
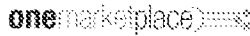

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

DELAWARE TRUST COMPANY,
as Administrative Agent

By: 
Name: Sean Foronjy
Title: Vice President

SCHEDULE A

Trademarks:

Grantor	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
GC Pivotal, LLC	GLOBAL CAPACITY	U.S.	86355064	08/01/2014	4,900,199	02/16/2016
GC Pivotal, LLC	 GLOBALCAPACITY	U.S.	86355076	08/01/2014	5,010,507	08/02/2016
GC Pivotal, LLC	MARKETPLACE OF NETWORKS	U.S.	86575667	03/25/2015	4,907,437	03/01/2016
GC Pivotal, LLC	 one marketplace	U.S.	86460645	11/20/2014	4,891,483	01/26/2016
GC Pivotal, LLC	LATTIS	U.S.	86355101	08/01/2014	4,754,671	06/16/2016
GC Pivotal, LLC	LATTIS PRO	U.S.	86460643	11/20/2014	4,891,482	01/26/2016
GC Pivotal, LLC	ONE MARKETPLACE	U.S.	86355097	08/01/2014	4,916,600	03/15/2016
GC Pivotal, LLC	CONNECTIVITY MADE SIMPLE	U.S.	86460638	11/20/2014	4,798,522	08/25/2015
GC Pivotal, LLC	TELESPEED	U.S.	75386454	11/07/1997	2,178,701	08/04/1998
GC Pivotal, LLC	 COVAD	U.S.	75828857	10/21/1999	2,516,334	12/11/2001

Grantor	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
GC Pivotal, LLC	COVAD	U.S.	77699372	03/25/2009	3,692,486	10/06/2009
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (Kansas)			18,979	01/12/2015
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (Wyoming)			2014- 000677338	12/11/2014
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (Alabama)			114,846	11/03/2014
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (New Mexico)			TK99122160	10/14/2014
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (Louisiana)			654,922	11/13/2014
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (North Dakota)			37,791,700	11/13/2014
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (Ohio)			2,334,307	10/10/2014
Transbeam, Inc.	TRANSBEAM	U.S.	75936579	03/06/2000	2641591	10/29/2002