

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900647552
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRIDIRON FIBER CORP.		10/01/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas) LLC
Street Address:	TD North Tower, 26th Floor, 77 King St.
City:	Toronto
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5946063	CONNECTING YOU TO YOUR WORLD
Registration Number:	4484837	OUR TECHNOLOGY COMES WITH PEOPLE
Registration Number:	4087322	LUMOS NETWORKS
Registration Number:	5451415	NORTHSTATE
Registration Number:	5601503	FIBERSITE
Registration Number:	4503392	CLOUD VOICE
Registration Number:	4291169	NORTHSTATE BUSINESS
Serial Number:	90231516	LUMOS

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

TRADEMARK

ATTORNEY DOCKET NUMBER:	1493590 FIRST LIEN
NAME OF SUBMITTER:	Tarangana Thapa
SIGNATURE:	/Tarangana Thapa/
DATE SIGNED:	10/21/2021
Total Attachments: 6 source=B First Lien IP Filing_ Trademark Security Agreement_(4025-226)#page2.tif source=B First Lien IP Filing_ Trademark Security Agreement_(4025-226)#page3.tif source=B First Lien IP Filing_ Trademark Security Agreement_(4025-226)#page4.tif source=B First Lien IP Filing_ Trademark Security Agreement_(4025-226)#page5.tif source=B First Lien IP Filing_ Trademark Security Agreement_(4025-226)#page6.tif source=B First Lien IP Filing_ Trademark Security Agreement_(4025-226)#page7.tif	

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of October 1, 2021 (this "Agreement"), among Gridiron Fiber Corp., a Delaware corporation (the "Grantor") and Toronto Dominion (Texas) LLC ("Toronto Dominion") in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the First Lien Credit Agreement dated as of October 1, 2021, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Gridiron Holdco Corp., a Delaware corporation ("Holdings"), Gridiron Fiber Corp., a Delaware corporation (the "Borrower"), the Additional Parties from time to time party thereto, the lenders and issuing banks from time to time party thereto and Toronto Dominion, as administrative agent and collateral agent and (b) the First Lien Pledge and Security Agreement dated as of October 1, 2021 (the "Security Agreement"), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and

Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.


SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *INTERCREDITOR AGREEMENT GOVERNS.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE CLOSING DATE INTERCREDITOR AGREEMENT, ANY EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY OTHER ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE CLOSING DATE INTERCREDITOR AGREEMENT, ANY ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING ANY EQUAL PRIORITY INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE CLOSING DATE INTERCREDITOR AGREEMENT AND ANY EQUAL PRIORITY INTERCREDITOR AGREEMENT) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRIDIRON FIBER CORP.

By: 
Name: Mary McDermott
Title: Senior Vice President, General Counsel
and Secretary

TORONTO DOMINION (TEXAS) LLC, as the
Collateral Agent

By: 

Name: Hughroy Enniss
Title: Authorized Signatory

SCHEDULE I

UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTERED OWNER	REGISTRATION DATE
Connecting You to Your World	5946063	Gridiron Fiber Corp. (successor-in-interest to South Carolina Telecommunications Group Holdings LLC DBA Segra)	12/24/2019
Our Technology Comes with People	4484837	Gridiron Fiber Corp. (successor-in-interest to Lumos Networks Inc.)	2/18/2014
LUMOS NETWORKS	4087322	Gridiron Fiber Corp. (successor-in-interest to nTelos Network Inc.)	1/27/2012
NORTHSTATE	5451415	Gridiron Fiber Corp. (successor-in-interest to North State Telephone Company)	4/24/2018
FIBERSITE	5601503	Gridiron Fiber Corp. (successor-in-interest to North State Telephone Company)	11/6/2018
CLOUD VOICE	4503392	Gridiron Fiber Corp. (successor-in-interest to North State Telephone Company)	3/25/2014
NORTHSTATE BUSINESS	4291169	Gridiron Fiber Corp. (successor-in-interest to North State Telephone Company)	2/19/2013

UNITED STATES TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NUMBER	APPLICANT	REGISTERED OWNER
LUMOS	90231516	10/2/2020	Gridiron Fiber Corp. (successor in interest to Lumos Networks Inc.)

[[5716505]]

RECORDED: 10/04/2021

**TRADEMARK
REEL: 007462 FRAME: 0865**