

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TelAlaska, Incorporated		06/13/2022	Corporation: ALASKA
TelAlaska Cellular, Inc.		06/13/2022	Corporation: ALASKA
American Broadband Holding Company		06/13/2022	Corporation: DELAWARE
Holway Long Distance Company		06/13/2022	Corporation: MISSOURI
Holway Telephone Company		06/13/2022	Corporation: MISSOURI
KLM Long Distance Company		06/13/2022	Corporation: MISSOURI
K.L.M. Telephone Company		06/13/2022	Corporation: MISSOURI
N.W. Communications Co.		06/13/2022	Corporation: MISSOURI
HunTel, Inc.		06/13/2022	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas) LLC, as administrative agent
Street Address:	77 King Street
Internal Address:	TD North Tower, 26th Floor
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	MSK 1A2
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2850575	OF COURSE YOU CAN
Registration Number:	2357263	TELALASKA
Registration Number:	2582793	EYECOM
Registration Number:	2343308	EYECOM
Registration Number:	2445630	E
Registration Number:	3638598	TELALASKA NETWORKS
Registration Number:	3911823	TELALASKA CELLULAR
Serial Number:	97311385	AVALYN

OP \$240.00 2850575

Property Type	Number	Word Mark
Serial Number:	97328715	AVALYN

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: 212.318.6000
Email: JeffreyNegron@PaulHastings.com
Correspondent Name: Jeffrey Negron
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Jeffrey M. Negron
SIGNATURE:	/s/ Jeffrey M. Negron
DATE SIGNED:	06/13/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, **this “Agreement”**), is made by the entities identified as grantors on the signature pages hereto (collectively, the **“Grantors”**) in favor of Toronto Dominion (Texas) LLC, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the **“Administrative Agent”**).

WHEREAS, American Broadband Holding Company, a Delaware corporation, and certain other Grantors are party to a Security Agreement, dated as of June 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, **the “Security Agreement”**) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the **“Trademark Collateral”** (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including the United

States registered or applied for Trademarks listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS


This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

**TELALASKA, INCORPORATED
TELALASKA CELLULAR, INC.
AMERICAN BROADBAND HOLDING COMPANY
HOLWAY LONG DISTANCE COMPANY
HOLWAY TELEPHONE COMPANY
KLM LONG DISTANCE COMPANY
K.L.M. TELEPHONE COMPANY
N.W. COMMUNICATIONS CO.
HUNTEL, INC.**

By: 
Name: Christopher P. Eldredge
Title: Chief Executive Officer

TORONTO DOMINION (TEXAS) LLC,
as Administrative Agent

By: 

Name: **Leanna Bortoluzzi**
Title: **Authorized Signatory**

[Signature Page to Trademark Security Agreement]