

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777446

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GTT COMMUNICATIONS, INC.		12/29/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GTT REMAINCO, LLC		
<b>Street Address:</b>	1209 Orange St.		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5609742	GTT	
<b>Registration Number:</b>	5609701	GTT	
<b>Registration Number:</b>	4259051	ETHERVISION	
<b>Registration Number:</b>	4199402	ETHERCLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>			
<b>Phone:</b>	202.887.4262		
<b>Email:</b>	dlee@akingump.com		
<b>Correspondent Name:</b>	David C. Lee		
<b>Address Line 1:</b>	2001 K Street, NW		
<b>Address Line 2:</b>	Akin Gump Strauss Hauer & Feld LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	David C. Lee		
<b>SIGNATURE:</b>	/David C. Lee/		
<b>DATE SIGNED:</b>	12/30/2022		
<b>Total Attachments: 4</b>			
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## **ASSIGNMENT OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

This ASSIGNMENT OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS (“IP Assignment”), dated as of December 29, 2022 (“Effective Date”), is made by GTT COMMUNICATIONS, INC., a company incorporated in Delaware (number 3903078) having its registered office at 850 New Burton Road, Suite 201, Dover, DE 19904 (the “Assignor”); and GTT REMAINCO, LLC, a Delaware limited liability company (number 4572954) having its registered office at 1209 Orange St, Wilmington, DE 19801 (“Assignee”) (Assignor and Assignee, each a “Party” and, collectively, the “Parties”).

WHEREAS, the Parties are signatories to that certain DEED OF ASSIGNMENT OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS, dated as of December 29, 2022 (“Assignment Deed”);

WHEREAS, pursuant to the Assignment Deed, Assignor has agreed to and assigned and transferred to Assignee, certain Assigned Rights (as defined in the Assignment Deed), including the United States trademark registrations set forth in **Schedule A**, attached hereto (“Assigned Trademarks”); and

WHEREAS, the execution and delivery of this IP Assignment is subject to the Assignment Deed for recordation purposes.

NOW THEREFORE, the Parties hereto agree as follows:

1. **Assignment.** With effect from the Effective Date, and in consideration of the payment made by the Assignee to the Assignor (the sufficiency and receipt of which is hereby acknowledged), the Assignor hereby assigns, transfers and sets over to the Assignee absolutely, exclusively, free from all liens, charges and other encumbrances, all exclusive and non-exclusive rights, title and interest of the Assignor in any and all Assigned Rights, including all rights in and to the Assigned Trademarks, including all the goodwill associated therewith.
2. **Recordation; Further Actions and Assurances.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee.
3. **Terms of the Assignment Deed.** This IP Assignment is entered into pursuant to the Assignment Deed, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the Assigned Rights and Assigned Trademarks, and is subject to and controlled by the terms of the Assigned Deed. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter, restrict, or limit the representations, warranties, covenants, agreements, obligations and indemnities of the Parties contained in the Assignment Deed. In the event of any conflict between the terms of the Assignment Deed and the terms hereof, the terms of the Assignment Deed shall govern, supersede and prevail.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment, and any dispute, controversy, or claim arising out of, relating to, or in connection with this IP Assignment (including any question regarding its existence, validity, or termination) arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature shall be governed by, and construed in accordance with, English law.

IN WITNESS WHEREOF, the Parties hereto have caused this IP Assignment to be duly executed to be made effective as of the Effective Date.

**GTT COMMUNICATIONS, INC. (ASSIGNOR)**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Ernest Ortega  
Title: Chief Executive Officer

**GTT REMAINCO, LLC (ASSIGNEE)**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Ernest Ortega  
Title: Chief Executive Officer & President

**SCHEDULE A**

**Assigned Trademarks**

Registration No.

Mark

5609742

GTT

5609701

The logo consists of the lowercase letters 'gtt' in a bold, sans-serif font, followed by a registered trademark symbol (®).

4259051

ETHERVISION

4199402

ETHERCLOUD