

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3170419

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GC PIVOTAL, LLC	12/31/2014
RECEIVING PARTY DATA		
Name:	COMPASS BANK, AS ADMINISTRATIVE AGENT	
Street Address:	8080 NORTH CENTRAL EXPRESSWAY	
Internal Address:	SUITE 120	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75206	
PROPERTY NUMBERS Total: 6		
	Property Type	Number
	Patent Number:	6463528
	Patent Number:	6459702
	Patent Number:	6463079
	Patent Number:	6538998
	Patent Number:	7099305
	Patent Number:	7058716
CORRESPONDENCE DATA		
Fax Number:	(800)494-7512	
<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:	202-370-4750	
Email:	ipteam@nationalcorp.com	
Correspondent Name:	DWAYNE C. HOUSTON	
Address Line 1:	1025 VERMONT AVENUE NW, SUITE 1130	
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	F153335	
NAME OF SUBMITTER:	TERRY PENNINGTON	
SIGNATURE:	/Terry Pennington/	
DATE SIGNED:	01/06/2015	

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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of December 31, 2014, is made by the Person listed on the signature page hereof (the "Grantor") in favor of Compass Bank, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Pivotal Global Capacity, LLC, an Arizona limited liability company ("Holdings"), and GC Pivotal, LLC, a Delaware limited liability company, have entered into a Credit Agreement dated as of December 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Credit Extensions by the Lenders under the Credit Agreement, the Grantor and Holdings have executed and delivered in favor of the Administrative Agent that certain Guarantee and Collateral Agreement dated December 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by

international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Secured Obligations of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

GC PIVOTAL, LLC

By: 

Name: E. P. NAGAP

Title: Chairman

Address for Notices:

GC Pivotal, LLC

180 North LaSalle Street, Suite 2430

Chicago, Illinois 60601

**SCHEDULE A
PATENTS**



#	Patent Number	Title	Issue Date	Application Number	Filing Date
1	6463528	Method and apparatus for configuration of different models of customer premise equipment using commands specified in different syntax.	10/08/2002	09294595	04/20/1999
2	6459702	Securing local loops for providing high bandwidth connections.	10/01/2002	09347055	07/02/1999
3	6463079	Processing orders for high bandwidth connections.	10/08/2002	09347056	07/02/1999
4	6538998	Rolling out high bandwidth connection services in geographical areas covering several central offices.	03/25/2003	09347434	07/02/1999
5	7099305	Systems and method for automated monitoring of availability in XDSL access networks.	08/29/2006	10136138	04/30/2002
6	7058716	Automatic configuration and provisioning of virtual circuits for initial installation of high bandwidth connections	06/06/2006	10894909	07/19/2004

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**SCHEDULE B
TRADEMARKS**

#	Mark	Serial Number / Registration Number	Owner / Applicant	Filing Date & Issued Date	Status
1	TELESPEED	SN: 75-386454 RN: 2,178,701	MegaPath Group, Inc. 2220 O'Toole Avenue San Jose, California 95131	11/07/1997 & 08/04/1998	Renewed on August 4, 2008
2	COVAD	SN: 77-699372 RN: 3,692,486	MegaPath Corporation 1835-B Kramer Lane, Suite 100 Austin, Texas 78758	03/25/2009 & 10/06/2009	Registered October 6, 2009
3	COVAD and design 	SN: 75-828857 RN: 2,516,334	MegaPath Group, Inc. 2220 O'Toole Avenue San Jose, California 95131	10/21/1999 & 12/11/2001	Renewed December 11, 2001
4	ONE MARKETPLACE and design 	SN: 86-460645 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	11/20/2014 (Not Yet Issued)	New application will be assigned to an examining attorney approximately 3 months after filing date.

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5	LATTIS PRO	SN: 86-460643 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	11/20/2014 (Not Yet Issued)	New application will be assigned to an examining attorney approximately 3 months after filing date.
6	CONNECTIVITY MADE SIMPLE	SN: 86-460638 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	11/20/2014 (Not Yet Issued)	New application will be assigned to an examining attorney approximately 3 months after filing date.
7	LATTIS	SN: 86-355101 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	8/1/2014 (Not Yet Issued)	Pending -- Non-Final Action Mailed November 17, 2014
8	ONE MARKETPLACE	SN: 86-355097 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	8/1/2014 (Not Yet Issued)	Pending -- Non-Final Action Mailed November 17, 2014
9	SIMPLE CONNECTIVITY	SN: 86-355089 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	8/1/2014 (Not Yet Issued)	Pending -- Non-Final Action Mailed November 17, 2014

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10	GLOBAL CAPACITY and design 	SN: 86-355076 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	8/1/2014 (Not Yet Issued)	Pending – Non-Final Action Mailed November 17, 2014
11	GLOBAL CAPACITY	SN: 86-355064 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	8/1/2014 (Not Yet Issued)	Pending – Non-Final Action Mailed November 17, 2014

**SCHEDULE C
COPYRIGHTS**

- None

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RECORDED: 01/06/2015

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