

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4297441

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
ELECTRIC LIGHTWAVE HOLDINGS, INC.		03/01/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SUNTRUST BANK	
<b>Street Address:</b>	303 PEACHTREE STREET, 25TH FLOOR	
<b>City:</b>	ATLANTA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30308	
<b>PROPERTY NUMBERS Total: 20</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	5940490	
Patent Number:	4759050	
Patent Number:	4860346	
Patent Number:	4759054	
Patent Number:	D299341	
Patent Number:	5027390	
Patent Number:	5191957	
Patent Number:	5430797	
Patent Number:	5568854	
Patent Number:	5828743	
Patent Number:	5719928	
Patent Number:	5841847	
Patent Number:	6301344	
Patent Number:	6044138	
Patent Number:	7239694	
Patent Number:	D375953	
Patent Number:	D430149	
Patent Number:	D429711	
Patent Number:	D429712	
Patent Number:	D299133	

PATENT

**CORRESPONDENCE DATA****Fax Number:** (650)838-5109

*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:** 650-838-3743**Email:** JLIK@SHEARMAN.COM**Correspondent Name:** BENJAMIN PETERSEN**Address Line 1:** 1460 EL CAMINO REAL, 2ND FLOOR**Address Line 2:** SHEARMAN & STERLING LLP**Address Line 4:** MENLO PARK, CALIFORNIA 94025

<b>ATTORNEY DOCKET NUMBER:</b>	35613/39
<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/
<b>DATE SIGNED:</b>	03/01/2017

**Total Attachments: 8**

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## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of this 1<sup>st</sup> day of March, 2017 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and SUNTRUST BANK, in its capacity as the collateral agent for the Secured Parties (together with its successors, the "Collateral Agent").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 6, 2015 (as amended, restated, supplemented, Refinanced, in whole or in part, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among Zayo Group, LLC, a Delaware limited liability company (the "Administrative Borrower"), Zayo Capital, Inc., a Delaware corporation ("Zayo Capital"; and together with the Administrative Borrower, each, individually a "Borrower" and, collectively, the "Borrowers"), the Persons party thereto from time to time as Guarantors (the "Guarantors"), the financial institutions party thereto from time to time as lenders (the "Lenders"), Morgan Stanley Senior Funding, Inc, as Administrative Agent for the term loan facility under the Credit Agreement, SunTrust Bank, as the Administrative Agent for the revolving loan facility under the Credit Agreement, SunTrust Bank, as the Issuing Bank, SunTrust Bank, as the Collateral Agent, and the other persons party thereto, the Lender Group is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of July 2, 2012, as amended by the Amendment and Restatement Agreement dated May 6, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing

first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and the Senior Secured Notes and would be owed by the Grantors, or any of them, to the Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new patent rights. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement, any other Loan Document or any other Senior Note Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such

counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

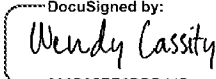
7. CONSTRUCTION. Unless the context of this Patent Security Agreement, any other Loan Document or any other Senior Note Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement, in any other Loan Document or any other Senior Note Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations and the Senior Secured Notes shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations and Senior Secured Notes other than unasserted contingent indemnification Obligations and Senior Secured Notes. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein, in any other Loan Document or in any other Senior Note Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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

**GRANTORS:**

**Electric Lightwave Holdings, Inc.**

By:   
Name: Wendy Cassity  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY: SUNTRUST BANK, as Collateral Agent

By: 

Name: Kevin Curtin

Title: Director

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**PATENT REGISTRATIONS**

<b>Patent No.</b>	<b>Title</b>	<b>Assignees</b>	<b>Date of Patent</b>
5,940,490	CALL PROCESSING TO PROVIDE NUMBER PORTABILITY	Stratus Computer Corporation, U.S. Intelco; Electric Lightwave	August 17, 1999
4,759,050	INTELLIGENT TOLL TELEPHONE SYSTEM AND METHOD	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	July 19, 1988
4,860,346	TELEPHONE SYSTEM AND METHOD OPERATED FROM CENTRAL OFFICE LOOP CURRENT	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	August 22, 1989
4,759,054	TOLL TELEPHONE SYSTEM AND METHOD FOR MAINTAINING OR INITIATING LOOP CURRENT AFTER RESUMING ON-HOOK CONDITION	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	July 19, 1988
D299,341	HOUSING FOR A KEY PAD, CARRIER SELECT AND CREDIT CARD BEZEL FOR COIN TELEPHONES	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	January 10, 1989
5,027,390	COIN VALIDATION METHOD AND APPARATUS FOR A COIN TELEPHONE OR SIMILAR SYSTEM HAVING AN ESCROW MECHANISM	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	June 6, 1989
5,191,957	COIN DISCRIMINATION METHOD	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc.	March 9, 1993



Patent No.	Title	Assignees	Date of Patent
		(n/k/a Electric Lightwave Holdings, Inc.)	
5,430,797	COIN RETURN COVER	Protel, Inc. *, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	July 4, 1995
5,568,854	COIN DISCRIMINATION METHOD	Protel, Inc. *, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	October 29, 1996
5,828,743	APPARATUS AND METHOD FOR AUTOMATED AUDIO TELECONFERENCE HAVING ENHANCED ACCESS AND SECURITY FEATURES	Protel, Inc. *, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	October 27, 1998
5,719,928	APPARATUS AND METHOD FOR AUTOMATED AUDIO TELECONFERENCING HAVING ENHANCED BILLING AND RESERVATION FEATURES	Protel, Inc. *, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	February 17, 1998
5,841,847	BILLING SYSTEM	Protel, Inc. *, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	November 24, 1998
6,301,344	INTELLIGENT PUBLIC TELEPHONE SYSTEM AND METHOD	Protel, Inc. *, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	October 9, 2001
6,044,138	BILLING SYSTEM	Protel, Inc. *, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	March 28, 2000

Patent No.	Title	Assignees	Date of Patent
7,239,694	INTEGRATED CIRCUIT CONFIGURATIONS AND METHODS FOR PROVIDING FUNCTIONS FOR PUBLIC TELEPHONES	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	July 3, 2007
D375,953	TELEPHONE CARD READER CONSOLE	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	November 26, 1996
D430,149	THE ORNAMENTAL DESIGN FOR A HANDSET CABLE PLATE FOR A PAY TELEPHONE, AS SHOWN AND DESCRIBED	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	August 29, 2000
D429,711	PAY TELEPHONE	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	August 22, 2000
D429,712	FRONT FACE BEZEL FOR A PAY TELEPHONE	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	August 22, 2000
D299,133	KEY PAD AND CREDIT CARD BEZEL FOR COIN TELEPHONES	Protel, Inc.*, which was acquired by Integra Telecom Holdings, Inc. (n/k/a Electric Lightwave Holdings, Inc.)	December 27, 1988

\*In March 2014, Integra Telecom Holdings, Inc. acquired substantially all of the assets of Protel, Inc., including all of its intellectual property. The assignments of the Registered Intellectual Property have not been filed or recorded with the U.S. Patent and Trademark Office or the domain registrar.

#### Patent Licenses

None.