

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6024968

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	ZAYO GROUP, LLC	03/09/2020
RECEIVING PARTY DATA		
Name:	U.S. BANK, NATIONAL ASSOCIATION	
Street Address:	60 LIVINGSTON AVENUE, EP-MN-WS3C	
City:	ST. PAUL	
State/Country:	MINNESOTA	
Postal Code:	55107	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	14542630
	Application Number:	62899266
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@cogencyglobal.com	
Correspondent Name:	JOANNA MCCALL	
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130	
Address Line 2:	COGENCY GLOBAL INC.	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	1202843 BOND	
NAME OF SUBMITTER:	MARIAH JO KENNA	
SIGNATURE:	/Mariah Jo Kenna/	
DATE SIGNED:	03/20/2020	
Total Attachments: 4		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of March 9, 2020 (this “Agreement”), between Zayo Group, LLC (the “Grantor”) and U.S. Bank National Association (“U.S. Bank”) in its capacity as collateral agent for the Secured Notes Secured Parties as defined in the Indenture referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) that certain Indenture dated as of March 9, 2020, between Front Range BidCo, Inc., a Delaware corporation (the “Initial Issuer”), and U.S. Bank, in its capacities as trustee and Collateral Agent (the “Base Indenture”), (b) that certain First Supplemental Indenture, dated as of March 9, 2020, among Zayo Group Holdings, Inc., a Delaware corporation (the “Issuer”), Front Range TopCo, Inc., a Delaware corporation (“Holdings”), the subsidiary guarantors party thereto and U.S. Bank, in its capacity as trustee (together with the Base Indenture and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) and (c) the Pledge and Security Agreement dated as of March 9, 2020 (the “Security Agreement”), by and among Holdings, the Initial Issuer, the Issuer, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Secured Notes Secured Parties have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Indenture; 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 Indenture, 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 Notes Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Notes Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by such 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. Each 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS SECURITY 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 AGREEMENTS GOVERN.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED NOTES SECURED PARTIES PURSUANT TO THIS SECURITY 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 INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AND THIS SECURITY AGREEMENT, THE PROVISIONS OF SUCH 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.

ZAYO GROUP, LLC

By: 

Name: Mike Mooney

Title: Secretary

[Signature Page to Patent Security Agreement]

SCHEDULE I

U.S. PATENT APPLICATIONS

Applicant	Application No.	Application Date	Title
Zayo Group, LLC	14/542,630	11/16/2014	Modified Near-Optimal Low-Latency Communication Paths For Graded Service
Zayo Group, LLC	62/899,266	09/12/2019	Integrated Data and Charging Station