

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7046631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRONTIER COMMUNICATIONS CORPORATION	04/30/2021
RECEIVING PARTY DATA	
Name:	FRONTIER COMMUNICATIONS HOLDINGS, LLC
Street Address:	401 MERRITT 7
City:	NORWALK
State/Country:	CONNECTICUT
Postal Code:	06851
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10819460
CORRESPONDENCE DATA	
Fax Number:	(203)977-7301
<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:	2039777300
Email:	patents@daypitney.com
Correspondent Name:	ANDREW RIDDLES
Address Line 1:	DAY PITNEY, 263 TRESSER BOULEVARD, 7TH FLOOR
Address Line 4:	STAMFORD, CONNECTICUT 06901
ATTORNEY DOCKET NUMBER:	782262000180
NAME OF SUBMITTER:	ANDREW M. RIDDLES
SIGNATURE:	/Andrew M. Riddles/
DATE SIGNED:	11/30/2021
Total Attachments: 10	
source=Frontier_Assignment_Document#page1.tif	
source=Frontier_Assignment_Document#page2.tif	
source=Frontier_Assignment_Document#page3.tif	
source=Frontier_Assignment_Document#page4.tif	
source=Frontier_Assignment_Document#page5.tif	
source=Frontier_Assignment_Document#page6.tif	

source=Frontier_Assignment_Document#page7.tif
source=Frontier_Assignment_Document#page8.tif
source=Frontier_Assignment_Document#page9.tif
source=Frontier_Assignment_Document#page10.tif

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (as amended, supplemented, amended and restated or otherwise modified from time to time, this “Agreement”), is made effective as of April 30, 2021 (the “Effective Date”), by and between Frontier Communications Corporation, a Delaware corporation (“Frontier”), and Frontier Communications Holdings, LLC, a Delaware limited liability company (“Holdings”, and, together with Frontier, the “Parties”). Capitalized terms used but not defined herein shall have the respective meaning ascribed to each such term in the Plan (as defined below).

RECITALS

WHEREAS, on April 14, 2020, Frontier and its Debtor Affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), which are jointly administered under the caption *In re Frontier Communications Corporation, et al.*, Case No. 20-22476 (RDD);

WHEREAS, the *Fifth Amended Plan of Reorganization of Frontier Communications Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as confirmed, including any modifications, amendments, and supplements thereto, the “Plan”) was confirmed by the Bankruptcy Court by an order entered on August 27, 2020 (the “Confirmation Order”), and the “Effective Date” under the Plan (the “Plan Effective Date”) will occur on the date of this Agreement;

WHEREAS, Frontier holds, directly or indirectly, 100% of the equity interests of each of the entities set forth on Exhibit A attached hereto (each, a “Frontier Subsidiary”, collectively, the “Frontier Subsidiaries”, such equity interests, the “Subsidiary Equity Interests”, and the Subsidiary Equity Interests, together with any other assets, properties, rights, titles and interests owned by Frontier, the “Transferred Assets”);

WHEREAS, the transactions contemplated hereby are authorized pursuant to the terms of the Plan and the Confirmation Order, including the Restructuring Transactions Memorandum; and

WHEREAS, in connection with the Restructuring Transactions, (i) pursuant to that certain Share Issuance and Contribution Agreement, dated as of the date hereof, by and between Frontier Communications Parent, Inc., a Delaware corporation (“Parent”), and Frontier Communications Intermediate, LLC, a Delaware limited liability company (“Intermediate”) (the “First Contribution Agreement”), Parent has contributed to Intermediate, as an additional capital contribution in respect of its existing equity in Intermediate, all of the New Common Stock issued pursuant to the First Contribution Agreement (i.e., 244,400,000 shares of common stock, par value \$0.01 per share, of Parent); (ii) pursuant to that certain Contribution Agreement, dated as of the date hereof, by and between Intermediate and Holdings (the “Second Contribution Agreement”), Intermediate has contributed to Holdings, as an additional capital contribution in respect of its existing equity in Holdings, all of the New Common Stock it received pursuant to the First Contribution Agreement; and (iii) pursuant to the terms of the Plan and the Confirmation Order, including the Restructuring Transactions Memorandum, Frontier now desires to transfer the Transferred Assets

to Holdings in exchange for (A) the New Common Stock issued pursuant to the First Contribution Agreement, (B) the Takeback Debt and (C) Holdings' assumption of the (1) First Lien Notes, (2) refinanced Second Lien Notes, (3) Subsidiary Secured Notes Claims, (4) Subsidiary Unsecured Notes Claims, (5) DIP-to-Exit Facility, (6) DIP-to-Exit Revolving Facility and (7) any other liabilities of Frontier that are Reinstated pursuant to the Plan (items (1) through (7) of this clause (C), collectively, the "Assumed Loans").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and in the Plan and the Confirmation Order, including the Restructuring Transactions Memorandum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties, intending to be legally bound, hereby agrees as follows:

Section 1 **Transfer of Transferred Assets**. Frontier hereby, pursuant to Step 14 of the Restructuring Transactions Memorandum, transfers, assigns, conveys, and delivers to Holdings, and Holdings hereby purchases, acquires and accepts from Frontier, all of Frontier's right, title, and interest in and to the Transferred Assets. In exchange for the Transferred Assets, Holdings hereby transfers, assigns, conveys and delivers to Frontier, and Frontier hereby accepts from Holdings (i) the New Common Stock issued pursuant to the First Contribution Agreement, (ii) the Takeback Debt and (iii) the Assumed Loans (items (i) through (iii) of this Section 1, collectively, the "Purchase Price").

Section 2 **Ownership of Transferred Assets**. From and after the Effective Date, Holdings shall be substituted for Frontier as the sole record and beneficial owner of all the Transferred Assets. The Parties hereto agree that the transfer of the Subsidiary Equity Interests shall not dissolve any Frontier Subsidiary and the business of each Frontier Subsidiary shall continue.

Section 3 **Representations and Warranties of Frontier**. Frontier hereby represents and warrants to Holdings, as of the date hereof, as follows:

(a) Frontier is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Frontier possesses all requisite corporate power and authority to carry out the transactions contemplated by this Agreement.

(b) The execution, delivery and performance of this Agreement by Frontier have been duly authorized by all necessary action on the part of Frontier.

(c) Frontier is the parent of a consolidated group (the "Frontier Group") and all Debtors are either members of the Frontier Group or wholly owned by members of the Frontier Group (including to the extent any of the Debtors is a partnership or disregarded entity that passes through tax items to such consolidated group for U.S. federal income tax purposes)

Section 4 **Representations and Warranties of Holdings**. Holdings hereby represents and warrants to Frontier, as of the date hereof, as follows:

(a) Holdings is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Holdings possesses all requisite limited liability company power and authority to carry out the transactions contemplated by this Agreement.

(b) The execution, delivery and performance of this Agreement by Holdings have been duly authorized by all necessary action on the part of Holdings.

Section 5 **Tax Matters.**

(a) On or prior to the Effective Date, Frontier shall deliver to Holdings (i) a duly executed IRS Form W-9 of Frontier, (ii) a document in the substantial form of Exhibit B attached hereto designating Citizens Telecom Services Company L.L.C. as agent (the "Tax Agent") for the Frontier Group for all taxable periods ending on or prior to the Effective Date, pursuant to Treasury Regulations section 1.1502-77(c)(7), along with proof of submission of such document to the Internal Revenue Service, (iii) a power of attorney in the substantial form of Exhibit C attached hereto authorizing the Tax Agent to correspond with any taxing authority on behalf of Frontier and each of the Frontier Subsidiaries and to sign, negotiate, settle and administer any tax returns to be filed by or with respect to any of such entities, and any other relevant tax filings, (iv) all documentation necessary or appropriate to make elections under Section 338(h)(10) of the Tax Code (and any similar or corresponding elections under applicable state and local law) with respect to the acquisition of certain of the Frontier Subsidiaries listed on Exhibit D attached hereto (collectively, the "Section 338(h)(10) Elections"), and (v) any other tax-related documents or information reasonably requested by Holdings and reasonably necessary to effect the transactions contemplated by the Plan.

(b) At the election of Holdings in each case, the Parties shall make, or cause to be made, the Section 338(h)(10) Elections. If one or more Section 338(h)(10) Elections are made, the Purchase Price (and other relevant amounts treated as consideration for applicable tax purposes) shall be allocated among the assets acquired (or deemed acquired) from Frontier and any applicable subsidiaries thereof in accordance with Sections 338 and 1060 of the Internal Revenue Code (and the Treasury Regulations promulgated thereunder) (the "Allocation"). The Allocation shall be prepared by Holdings in accordance with applicable law and shall be final and binding on the parties. No party shall take, or shall permit or allow any affiliate to take, any position on any tax return or before any governmental authority that is inconsistent with the Allocation as prepared by Holdings, except as otherwise required pursuant to a final determination under applicable law.

(c) After the effective date of resignation by Frontier as agent for the Frontier Group, the Tax Agent shall prepare and timely file all tax returns with respect to the Frontier Group for all taxable periods ending on or prior to (or including) the Effective Date by the due date of such tax returns (or extended due date as applicable), and shall be responsible for the payment of any taxes due with respect to such taxable periods to the same extent as such amounts would otherwise have been payable by Frontier.

(d) The parties hereto agree that the transactions contemplated hereby, including the deemed acquisition of certain of the Frontier Subsidiaries through the Section 338(h)(10) Elections, are intended to be treated as a taxable sale or exchange by Frontier pursuant to Section 1001 of the Tax Code, and no party shall take, or shall permit or allow any affiliate to take, any position on any tax return or before any governmental authority that is inconsistent with such treatment, except as otherwise required pursuant to a final determination under applicable law.

(e) Frontier shall liquidate, and the Frontier Group shall terminate, in each case for U.S. federal income tax purposes as of the Effective Date.

(f) Frontier and Holdings shall coordinate and cooperate fully with each other, and shall cause their affiliates to so coordinate and cooperate, in exchanging such information and providing such assistance as the other may reasonably request in connection with the obligations of either party as described in this Section 5.

Section 6 **Entire Agreement**. This Agreement, the Plan and the Confirmation Order contain the entire understanding among the Parties with respect to the subject matter of this Agreement and supersede any prior understandings, agreements or representations, written or oral, relating to the subject matter of this Agreement; provided, however, that, in the event of a conflict between the terms of this Agreement and the terms of the Plan or the Confirmation Order, the terms of this Agreement shall govern and be controlling.

Section 7 **Counterparts**. For the convenience of the Parties, this Agreement may be executed and delivered in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or portable document format (PDF) will be effective as delivery of a manually executed counterpart of this Agreement.

Section 8 **Severability**. If any provision of this Agreement is held or declared to be void, illegal, or unenforceable for any reason by a court of competent jurisdiction, the offending provision shall, if possible, be reformed by such court in such manner as will implement, to the fullest extent legally permissible, valid and enforceable, the expressed intentions of the undersigned without illegality, invalidity or unenforceability. If such reformation is not possible, the offending provision shall be stricken and all other provisions of this Agreement shall nevertheless remain in full force and effect.

Section 9 **Successors and Assigns**. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, administrators, successors and permitted assigns.

Section 10 **Headings**. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

Section 11 **Governing Law**. This Agreement (and all claims, actions or causes of actions hereunder) shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any law, rules or provisions (whether of the State of Delaware

or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The Parties irrevocably submit to the exclusive jurisdiction of the United States District Court for the State of Delaware and the state courts of the State of Delaware for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the United States District Court for the State of Delaware or the state courts of the State of Delaware and hereby irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

Section 12 **MUTUAL WAIVER OF JURY TRIAL**. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES HEREUNDER.

Section 13 **DISCLAIMERS OF REPRESENTATIONS AND WARRANTIES**. IT IS THE EXPLICIT INTENT OF EACH PARTY THAT THE TRANSFERRED ASSETS BEING CONTRIBUTED, ASSIGNED, TRANSFERRED, CONVEYED AND DELIVERED BY FRONTIER PURSUANT TO THIS AGREEMENT ARE BEING SO CONTRIBUTED, ASSIGNED, TRANSFERRED, CONVEYED AND DELIVERED "AS IS, WHERE IS," WITH ALL FAULTS, AND THAT OTHER THAN THE SPECIFIC REPRESENTATIONS, WARRANTIES AND COVENANTS SET OUT IN THIS AGREEMENT, FRONTIER IS MAKING NO REPRESENTATION, WARRANTY OR COVENANT WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING: (A) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; OR (C) ANY OTHER IMPLIED WARRANTY OR REPRESENTATION OF ANY NATURE) REGARDING, RELATING TO OTHERWISE WITH RESPECT TO, THE TRANSFERRED ASSETS (INCLUDING ANY RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITIONS, RESULTS OF OPERATIONS, ASSETS OR LIABILITIES OF ANY PERSON OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION SUPPLIED) AND HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY SUCH REPRESENTATION, WARRANTY OR COVENANT. THE REPRESENTATIONS AND WARRANTIES SET OUT IN THIS AGREEMENT CONSTITUTE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF EACH PARTY IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED

BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED IN THIS SECTION ARE “CONSPICUOUS” DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

Section 14 **Further Assurances**. The Parties agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

Section 15 **No Third Party Beneficiaries**. The terms and provisions of this Agreement are intended solely for the benefit of each Party and its legal representatives, administrators, successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

Section 16 **Amendments**. Any term, condition or provision of this Agreement may be amended, modified or waived from time to time if, and only if, such amendment, modification or waiver is in writing and signed (a) in the case of an amendment or modification, by each of the Parties, or (b) in the case of a waiver, by the Party against whom the waiver is to be effective.

Section 17 **Assignment**. No Party may transfer or assign this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party.

Section 18 **Rules of Construction**. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

- (i) The words “include,” “includes” and “including,” when used herein shall be deemed, in each case, to be followed by the words “without limitation” (regardless of whether such words or similar words actually appear) and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.
- (ii) Words imparting the singular number only shall include the plural and vice versa.
- (iii) The words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to any particular provision of this Agreement in which such words appear, unless the context otherwise requires.
- (iv) The use of the words “or” or “any” shall not be exclusive.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

FRONTIER COMMUNICATIONS
CORPORATION

By: Mark Nielsen

Name: Mark Nielsen

Title: Vice President, Chief Legal Officer

Signature Page to Purchase Agreement

PATENT
REEL: 058238 FRAME: 0140

FRONTIER COMMUNICATIONS HOLDINGS,
LLC

By:  _____

Name: Patrick J. Bartels Jr.

Title: President

EXHIBIT A

FRONTIER SUBSIDIARIES

1. Citizens Capital Ventures Corp.
2. Citizens Louisiana Accounting Company
3. Citizens Newcom Company
4. Citizens Newtel, LLC
5. Citizens Pennsylvania Company LLC
6. Citizens SERP Administration Company
7. Citizens Telecommunications Company of California Inc.
8. Citizens Telecommunications Company of Illinois
9. Citizens Telecommunications Company of Nebraska
10. Citizens Telecommunications Company of Nebraska LLC
11. Citizens Telecommunications Company of Nevada
12. Citizens Telecommunications Company of New York, Inc.
13. Citizens Telecommunications Company of Tennessee L.L.C.
14. Citizens Telecommunications Company of The White Mountains, Inc.
15. Citizens Telecommunications Company of Utah
16. Citizens Telecommunications Company of West Virginia
17. Citizens Utilities Capital L.P.
18. Citizens Utilities Rural Company, Inc.
19. Commonwealth Telephone Enterprises LLC
20. CU Capital LLC
21. Electric Lightwave NY, LLC
22. Evans Telephone Holdings, Inc.
23. Frontier ABC LLC
24. Frontier Communications Corporate Services Inc.
25. Frontier Communications ILEC Holdings LLC
26. Frontier Communications of America, Inc.
27. Frontier Communications of Ausable Valley, Inc.
28. Frontier Communications of Delaware, Inc.
29. Frontier Communications of Indiana, LLC
30. Frontier Communications of Iowa, LLC
31. Frontier Communications of Mississippi LLC
32. Frontier Communications of New York, Inc.
33. Frontier Communications of Rochester, Inc.
34. Frontier Communications of Seneca-Gorham, Inc.
35. Frontier Communications of Sylvan Lake, Inc.
36. Frontier Communications of Thorntown, LLC
37. Frontier Communications of Virginia, Inc.
38. Frontier Communications of Wisconsin LLC
39. Frontier Communications Online And Long Distance Inc.
40. Frontier Communications Services Inc.
41. Frontier Florida LLC
42. Frontier Mobile LLC
43. Frontier Security Company

44. Frontier Services Corp.
45. Frontier Southwest Incorporated
46. Frontier Subsidiary Telco LLC
47. Frontier Techserv, Inc.
48. Frontier Telephone of Rochester, Inc.
49. Frontier Video Services Inc.
50. Navajo Communications Co., Inc.
51. Newco West Holdings LLC
52. Ogden Telephone Company
53. Rhinelander Telecommunications, LLC
54. SNET America, Inc.
55. The Southern New England Telephone Company
56. Total Communications, Inc.
57. CU Wireless Company LLC