

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BCI MISSISSIPPI BROADBAND LLC		11/17/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	901 MAIN STREET		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86395019	MAXXSOUTH	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	37051/70		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	01/20/2015		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated November 17, 2014, is made by BCI Mississippi Broadband LLC, an Ohio limited liability company (the "*Grantor*") in favor of Bank of America, N.A., acting through one or more of its branches or any Affiliate thereof ("*Bank of America*"), as administrative agent (the "*Administrative Agent*") for the Lenders (as defined in the Credit Agreement referred to below). Terms defined in the Credit Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, the Borrower and Administrative Agent entered in that certain Credit Agreement, dated as of May 15, 2002 (the "*2002 Credit Agreement*") and, as a condition to the effectiveness of the 2002 Credit Agreement, the Borrower and Administrative Agent entered into that certain Intellectual Property Security Agreement, dated as of May 15, 2002;

WHEREAS, the Borrower, Administrative Agent and certain of the Secured Parties entered into that certain Amended and Restated Credit Agreement, dated as of December 22, 2005 (the "*2005 Credit Agreement*"), and agreed to restate the 2005 Credit Agreement pursuant to that certain Second Amended and Restated Credit Agreement, dated as of December 2, 2011 (the "*Credit Agreement*");

WHEREAS, pursuant to the terms of the Credit Agreement, the Borrower and Administrative Agent entered into that certain First Restated Intellectual Property Security Agreement, dated as of December 2, 2011 (the "*IP Security Agreement*");

WHEREAS, the Grantor and Administrative Agent entered into that certain IP Security Joinder Agreement ("*Joinder Agreement*"), dated as of November 5, 2014, whereby the Grantor became a party to the IP Security Agreement, bound by all the terms, conditions, obligations, liabilities, covenants and undertakings of the Borrower in such an agreement; and

WHEREAS, under the terms of the Joinder Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office.

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 ratable benefit of the Secured Parties a security interest in such Grantor's right, title and interest in and to the following (collectively, the "*Collateral*");

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(ii) all renewals 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 such Grantor accruing thereunder or pertaining thereto;

(iv) 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

(v) 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 foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 3. Execution in Counterparts. This IP Security Agreement Supplement 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.

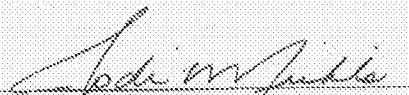
SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Joinder Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Joinder Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures pages to follow]

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

BCI MISSISSIPPI BROADBAND LLC

By 
Name: Jodi L. Meeks
Title: SECRETARY

Schedule A

Trademarks and Trademark Applications

Mark	Application No.	Filing Date	Owner
MAXXSOUTH	86/395,019	September 15, 2014	BCI Mississippi Broadband, LLC