

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		09/07/2016	Limited Partnership:
RECEIVING PARTY DATA			
Name:	TVC Albany, Inc.		
Street Address:	41 State Street		
City:	Albany		
State/Country:	NEW YORK		
Postal Code:	12207		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4728408	FIRSTLIGHT	
Registration Number:	4546624	FIRSTLIGHT	
Registration Number:	4546625		
Registration Number:	4432747	WINK HIGH SPEED INTERNET	
Registration Number:	3875665	TELJET	
Registration Number:	3798556	ALBANY FREENET	
Registration Number:	3700873	ALBANY FREENET	
Registration Number:	3269508	FIRSTLIGHT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	vmann@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Virginia Mann		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	020568-00013		
NAME OF SUBMITTER:	Virginia F. Mann		

CH \$215.00 4728408

SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	09/13/2016
Total Attachments: 4 source=IP Release#page1.tif source=IP Release#page2.tif source=IP Release#page3.tif source=IP Release#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of September 7, 2016, by ANTARES CAPITAL LP, in its capacity as administrative agent for the Secured Parties (the “Successor Agent”), in favor of TVC ALBANY, INC. (the “Grantor”).

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of July 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and General Electric Capital Corporation (in such capacity, the “Prior Agent”), as Agent for the Lenders and the L/C Issuers, and the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, reference is made to that certain Trademark Security Agreement, dated as of June 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), made by the Grantor in favor of the Prior Agent, which was recorded with the United States Patent and Trademark Office on July 3, 2013 at Reel/Frame No. 5062/0986;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of July 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement” and together with the Trademark Security Agreement, the “Agreements”), made by the Grantor in favor of the Prior Agent, which was recorded with the United States Patent and Trademark Office on July 17, 2015 at Reel/Frame No. 5579/0602;

WHEREAS, pursuant to the Credit Agreement and the Agreements, the Grantor granted to the Prior Agent a Lien on and security interest in, all of their right, title and interest in, to and under the Trademark Collateral (as defined in the Prior Intellectual Property Security Agreement and as set forth in Schedule I hereto, the “Trademark Collateral”);

WHEREAS, pursuant to that certain Assignment of Intellectual Property Security Agreement, dated as of August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Successor Agent Agreement”), among the Prior Agent and Successor Agent the Prior Agent assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, as administrative agent and, as applicable, the collateral agent; and

WHEREAS, the Successor Agent, on behalf of the Secured Parties, now desires to terminate and release its lien on, and security interest in and to, the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Successor Agent agrees as follows.

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein will have the meanings specified in the Agreements.

2. Termination of Security Interest. The Successor Agent hereby terminates, cancels, discharges and fully releases its lien on and security interest in and to the Trademark Collateral. If and to the extent the Successor Agent has acquired any right, title or interest in or to any of the Trademark Collateral, it hereby assigns and transfers such right, title or interest to the applicable Grantor, without any representation, warranty, or recourse of any kind.

3. Recordation. Effective upon the date first written above, the Successor Agent authorizes and requests the United States Patent and Trademark Office to record this Release against the Trademark Collateral.

4. Further Assurances. The Successor Agent hereby agrees to take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release will be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Successor Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL LP

as Successor Agent

By: Anchea Romano

Name:

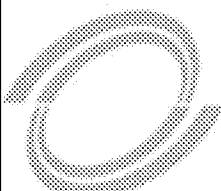
Title:

[Signature Page to the Trademark Release – Antares Capital LP]

TRADEMARK
REEL: 005876 FRAME: 0670

SCHEDULE 1

U.S. Trademarks

	Mark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
1.	FIRSTLIGHT 	US Federal	86041342 19-AUG-2013	4728408 28-APR-2015	38 42	TVC Albany, Inc.
2.	FIRSTLIGHT 	US Federal	86019926 25-JUL-2013	4546624 10-JUN-2014	38	TVC Albany, Inc.
3.	<i>Design Only</i> 	US Federal	86019944 25-JUL-2013	4546625 10-JUN-2014	38	TVC Albany, Inc.
4.	WINK HIGH SPEED INTERNET WINK HIGH SPEED INTERNET	US Federal	77901905 29-DEC-2009	4432747 12-NOV-2013	38	TVC Albany, Inc.
5.	TELJET TELJET	US Federal	77843146 07-OCT-2009	3875665 16-NOV-2010	35 37 38 42	TVC Albany, Inc.
6.	ALBANY FREENET 	US Federal	77755463 09-JUN-2009	3798556 08-JUN-2010	38	TVC Albany, Inc.
7.	ALBANY FREENET 	US Federal	77557174 27-AUG-2008	3700873 27-OCT-2009	38	TVC Albany, Inc.
8.	FIRSTLIGHT FIRSTLIGHT	US Federal	78608645 14-APR-2005	3269508 24-JUL-2007	38	TVC Albany, Inc.