

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483123

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sovernet Fiber Corp.		07/23/2018	Corporation: DELAWARE
TVC Albany, Inc.		07/23/2018	Corporation: DELAWARE
Oxford County Telephone and Telegraph Company		07/23/2018	Corporation: MAINE
BayRing Communications, Inc.		07/23/2018	Corporation: NEW HAMPSHIRE
SoVerNet, Inc.		07/23/2018	Corporation: VERMONT
186 Communications, LLC		07/23/2018	Limited Liability Company: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	74767	
Registration Number:	4546624	FIRSTLIGHT
Registration Number:	3798556	ALBANY FREENET
Registration Number:	3875665	TELJET
Registration Number:	4432747	WINK HIGH SPEED INTERNET
Registration Number:	4728408	FIRSTLIGHT
Registration Number:	4546625	
Registration Number:	3269508	FIRSTLIGHT
Registration Number:	4988406	HARNESS THE POWER OF LIGHT...WITH FIRSTL
Registration Number:	5260669	SEGTEL
Registration Number:	4754184	OXFORD NETWORKS

CH \$540.00 74767

Property Type	Number	Word Mark
Registration Number:	4754185	OXFORD NETWORKS
Registration Number:	4754186	N OXFORD NETWORKS
Registration Number:	4754187	N OXFORD NETWORKS
Registration Number:	2910945	TOTAL T
Registration Number:	2289477	BAYRING COMMUNICATIONS
Registration Number:	4751127	TOTALIP
Registration Number:	3934528	SOVERNET COMMUNICATIONS
Registration Number:	2665753	SOVERNET
Registration Number:	4555391	186 COMMUNICATIONS
Serial Number:	87649762	FIRSTLIGHT FILTEREDNET

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1145754-0026-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 07/24/2018

Total Attachments: 7

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Notwithstanding anything herein to the contrary, (i) the priority of the liens and security interests granted to the Second Lien Representative pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the First Lien Creditors (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to UBS AG, Stamford Branch, as administrative agent, pursuant to or in connection with the First Lien Credit Agreement dated as of July 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Borrower, the Parent, the lenders from time to time party thereto, UBS AG, Stamford Branch, as administrative agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Second Lien Representative or any other secured party hereunder is subject to the limitations and provisions of the Intercreditor Agreement dated as of July 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among UBS AG, Stamford Branch, as Initial First Lien Agent, UBS AG, Stamford Branch, as Initial Second Lien Agent, as acknowledged and consented to by the Obligors (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement regarding the priority of any liens or the exercise of any right or remedy, the terms of the Intercreditor Agreement shall govern.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (“Agreement”) is entered into as of July 23, 2018 by and between TVC ALBANY, INC., a Delaware corporation, OXFORD COUNTY TELEPHONE AND TELEGRAPH COMPANY, a Maine corporation, BAYRING COMMUNICATIONS, INC., a New Hampshire corporation, SOVERNET, INC., a Vermont corporation, SOVERNET FIBER CORP., a Delaware corporation and 186 COMMUNICATIONS, LLC, a New Hampshire limited liability company (each a “Grantor” and, collectively, the “Grantors”), and UBS AG, STAMFORD BRANCH, a Switzerland corporation with an address at 600 Washington Boulevard, Stamford, Connecticut 06901 (together with its successors and assigns, the “Administrative Agent”), acting in its capacity as Administrative Agent pursuant to that certain Second Lien Credit Agreement, dated as of July 23, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among FLIGHT BIDCO INC., a Delaware corporation (the “Purchaser” and, prior to the Target Merger, the “Borrower”), which upon effectiveness of the Flight Acquisition will be merged with and into OHCP NORTHEASTERN FIBER BUYER, INC., a Delaware corporation (the Target and, after the Target Merger, the “Borrower”), which substantially concurrently with the Target Merger will be renamed FLIGHT BIDCO INC., FLIGHT INTERMEDIATE HOLDCO INC., a Delaware corporation (the “Parent”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent.

RECITALS:

A. Each Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Second Lien Security Agreement, dated as of July 23, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, each Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of such Grantor, including, without limitation, all of such Grantor’s right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized

by such Grantor's trademarks, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter created, acquired or reacquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

(2) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement, dilution or misuse of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark, and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first written above.

TVC ALBANY, INC.,
a Delaware corporation

By: Richard A. Clark
Name: Richard Clark
Title: Executive Vice President and
Chief Financial Officer

**OXFORD COUNTY TELEPHONE AND
TELEGRAPH COMPANY,**
a Maine corporation

By: Richard A. Clark
Name: Richard Clark
Title: Executive Vice President and
Chief Financial Officer

BAYRING COMMUNICATIONS, INC.,
a New Hampshire corporation

By: Richard A. Clark
Name: Richard Clark
Title: Executive Vice President and
Chief Financial Officer

SOVERNET, INC.,
a Vermont corporation

By: Richard A. Clark
Name: Richard Clark
Title: Executive Vice President and
Chief Financial Officer

SOVERNET FIBER CORP.,
a Delaware corporation

By: Richard A. Clark
Name: Richard Clark
Title: Executive Vice President and
Chief Financial Officer

186 COMMUNICATIONS, LLC,
a New Hampshire limited liability company

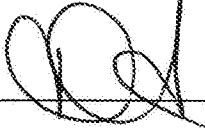
By: Richard A. Clark
Name: Richard Clark
Title: Executive Vice President and
Chief Financial Officer

ADMINISTRATIVE AGENT:

UBS AG, STAMFORD BRANCH

By: 
Name: _____
Title: _____

**Kenneth Chin
Director
Banking Products Services, US**

By: 
Name: _____
Title: _____

**Darlene Arias
Director**

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006412 FRAME: 0488**

Schedule 1
to
Second Lien Trademark Security Agreement

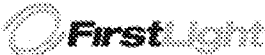






U.S. TRADEMARKS

TRADEMARKS

1. STATE

Owner	Trademark	Registration Number	Registration Date
Sovernet Fiber Corp.	VERMONT FIBERCONNECT	74767 (Massachusetts state trademark)	01/17/2012

2. FEDERAL

Owner	Trademark	Registration Number	Registration Date
TVC Albany, Inc.	 FirstLight	4546624	06/10/2014
TVC Albany, Inc.		3798556	06/08/2010
TVC Albany, Inc.	TELJET	3875665	11/16/2010
TVC Albany, Inc.	WINK HIGH SPEED INTERNET	4432747	11/12/2013
TVC Albany, Inc.	 FirstLight	4728408	04/28/2015
TVC Albany, Inc.		4546625	06/10/2014
TVC Albany, Inc.	FIRSTLIGHT	3269508	07/24/2007
TVC Albany, Inc.	Harness the Power of Light... with FirstLight	4988406	06/28/2016
TVC Albany, Inc.	SEGTEL	5260669	08/08/2017
Oxford County Telephone and Telegraph Company	OXFORD NETWORKS	4754184	06/16/2015
Oxford County Telephone and Telegraph Company	OXFORD NETWORKS	4754185	06/16/2015
Oxford County Telephone and Telegraph Company		4754186	06/16/2015
Oxford County Telephone and Telegraph Company		4754187	06/16/2015
BayRing Communications, Inc.	TOTAL T	2910945	12/14/2004
BayRing Communications, Inc.	BAYRING COMMUNICATIONS	2289477	10/26/1999
BayRing Communications, Inc.	TOTALIP	4751127	06/9/2015
SoVerNet, Inc.		3934528	03/22/2011
SoVerNet, Inc.	SOVERNET	2665753	12/24/2002
186 Communications, LLC	186 Communications	4555391	06/24/2014

TRADEMARK APPLICATIONS

Applicant	Trademark	Application Number	Application Date
TVC Albany, Inc.	FIRSTLIGHT FILTEREDNET	87/649762 (United States)	10/18/2017