

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514210

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLWORX CORP.		03/13/2019	Corporation: DELAWARE
BOB, LLC		03/13/2019	Limited Liability Company: ILLINOIS
Boston Retail Partners LLC		03/13/2019	Limited Liability Company: MASSACHUSETTS
PAETEC iTEL, L.L.C.		03/13/2019	Limited Liability Company: NORTH CAROLINA
RevChain Solutions, LLC		03/13/2019	Limited Liability Company: DELAWARE
US Xchange of Wisconsin, L.L.C.		03/13/2019	Limited Liability Company: DELAWARE
Windstream BV Holdings, LLC		03/13/2019	Limited Liability Company: DELAWARE
Windstream Iowa Communications, LLC		03/13/2019	Corporation: DELAWARE
Windstream Services, LLC		03/13/2019	Limited Liability Company: DELAWARE
Xeta Technologies, Inc.		03/13/2019	Corporation: OKLAHOMA

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	388 Greenwich Street, 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
Registration Number:	2878357	ALLWORX
Registration Number:	2785672	ALLWORX
Registration Number:	3488049	BOB
Registration Number:	3443261	BUSINESS ONLY BROADBAND
Registration Number:	3519581	BUSINESS ONLY BROADBAND

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5332782	BOSTON RETAIL PARTNERS
Registration Number:	5166336	BRP
Registration Number:	2268375	MEGAPOP
Registration Number:	2707643	REVCHAIN
Registration Number:	2486260	BROADSPEED
Registration Number:	4966354	BROADVIEW
Registration Number:	5069934	BROADVIEW NETWORKS
Registration Number:	5065684	BROADVIEW NETWORKS
Registration Number:	4762007	BROADVIEW NETWORKS
Registration Number:	4138173	BROADVIEW NETWORKS
Registration Number:	2494916	BROADVIEW NETWORKS
Registration Number:	2828186	BROADVIEWNET.COM
Registration Number:	4766049	BROADVIEWNET.COM
Registration Number:	5046535	BROADVIEWOFFICESUITE.COM
Registration Number:	5046536	BROADVIEWOFFICESUITE.COM
Registration Number:	5069853	BROADVIEWOS.COM
Registration Number:	5005086	
Registration Number:	5106233	
Registration Number:	4766048	
Registration Number:	4762008	
Registration Number:	2559668	
Registration Number:	4924357	
Registration Number:	4078256	
Registration Number:	3199996	NATURAL CONVERGENCE
Registration Number:	5251738	OFFICESUITE
Registration Number:	5246957	OFFICESUITE
Registration Number:	4903121	OFFICESUITE
Registration Number:	4706391	OFFICESUITE
Registration Number:	4043306	OFFICESUITE
Registration Number:	4757583	OFFICESUITE DENTAL
Registration Number:	4701541	OFFICESUITE DENTAL
Registration Number:	4683021	OFFICESUITE DIALER
Registration Number:	4683029	OFFICESUITE HD MEETING
Registration Number:	5083565	OFFICESUITE PHONE
Registration Number:	5266664	OFFICESUITE PRIVATECLOUD
Registration Number:	5074694	OFFICESUITE PRIVATECLOUD
Registration Number:	5138350	OFFICESUITE PRIVATECLOUD
Registration Number:	4573771	OFFICESUITE SIMPLICITY

Property Type	Number	Word Mark
Registration Number:	5224529	OFFICESUITE UC
Registration Number:	4762097	OFFICESUITE UNIFIED VOICEMAIL
Registration Number:	5365489	OFFICESUITEPHONE.COM
Registration Number:	5355575	OFFICESUITEPHONE.COM
Registration Number:	5324354	OFFICESUITEPHONE.COM
Registration Number:	4994559	SILHOUETTE
Registration Number:	2957599	SILHOUETTE
Registration Number:	4906277	SILHOUETTE
Registration Number:	4078255	SILHOUETTE
Registration Number:	2463818	IOWA TELECOM
Registration Number:	5557123	CONNECT. TRANSFORM. ELEVATE.
Registration Number:	4993941	KINETIC
Registration Number:	4994299	KINETIC TV
Registration Number:	5401411	SDNOW
Registration Number:	3390047	WINDSTREAM
Registration Number:	3390048	WINDSTREAM
Registration Number:	3357666	WINDSTREAM
Registration Number:	3327493	WINDSTREAM
Registration Number:	3390070	WINDSTREAM W
Registration Number:	5557122	WINDSTREAM ENTERPRISE
Registration Number:	2307280	VIRTUAL XL
Registration Number:	1503697	XETA
Registration Number:	2573060	XETA TECHNOLOGIES
Serial Number:	88278791	KINETIC

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

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:	1058047 TM
NAME OF SUBMITTER:	Maria Matilde Morales
SIGNATURE:	/Maria Matilde Morales/
DATE SIGNED:	03/14/2019

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, ALLWORX CORP., a Delaware corporation, BOB, LLC, an Illinois limited liability company, BOSTON RETAIL PARTNERS LLC, a Massachusetts limited liability company, PAETEC iTEL, L.L.C., a North Carolina limited liability company, REVCHAIN SOLUTIONS, LLC, a Delaware limited liability company, US XCHANGE OF WISCONSIN L.L.C., a Delaware limited liability company, WINDSTREAM BV HOLDINGS, LLC, a Delaware limited liability company, WINDSTREAM IOWA COMMUNICATIONS, LLC, a Delaware limited liability company, WINDSTREAM SERVICES, LLC, a Delaware limited liability company, XETA TECHNOLOGIES, INC., an Oklahoma corporation (herein referred to, individually or collectively as the context may require, as the “**Lien Grantor**”) owns, or in the case of Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Windstream Services, LLC, a Delaware limited liability company and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code (the “**Borrower**”), the Guarantors party thereto, the Lenders party thereto, and Citibank, N.A., as Administrative Agent and Collateral Agent, are parties to the Superpriority Secured Debtor-In-Possession Credit Agreement dated as of March 13, 2019 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to the Security Agreement dated as of March 13, 2019 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, Windstream Holdings, Inc., a Delaware corporation and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code (“**Holdco**”), certain Subsidiaries of the Borrower from time to time party thereto, certain of which are debtors and debtor-in-possession under chapter 11 of the Bankruptcy Code (together with Holdco and the Borrower, the “**Existing Lien Grantors**”) and Citibank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Lien Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items or types of Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License to which the Lien Grantor is a party, including, without limitation, each exclusive Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds of the foregoing.

The Lien Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Lien Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower's expense, to the extent permitted by law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect, all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

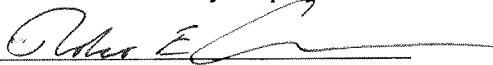
The foregoing security interest has been granted under the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Lien Grantor, execute and deliver to the Lien Grantor such documents, and take such other actions, as the Lien Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

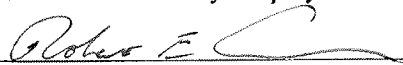
Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

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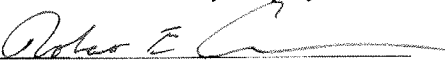
US XCHANGE OF WISCONSIN L.L.C.,
a Delaware limited liability company

By: 
Name: Robert E. Gunderman
Title: Chief Financial Officer

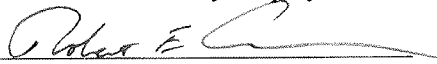
WINDSTREAM BV HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Robert E. Gunderman
Title: Chief Financial Officer

**WINDSTREAM IOWA COMMUNICATIONS,
LLC,**
a Delaware limited liability company

By: 
Name: Robert E. Gunderman
Title: Chief Financial Officer

WINDSTREAM SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Robert E. Gunderman
Title: Chief Financial Officer

XETA TECHNOLOGIES, INC.,
an Oklahoma corporation

By: 
Name: Robert E. Gunderman
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged:

CITIBANK, N.A.,
as Collateral Agent

By: 

Name:

David L. Smith

Title:

Vice President and Director

[Signature Page to Trademark Security Agreement]




TRADEMARK
REEL: 006590 FRAME: 0797

Schedule 1
to Trademark
Security Agreement



TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner
ALLWORX	U.S.	76/423485 19-Jun-2002	2878357 31-Aug-2004	Registered	Allworx Corp.
ALLWORX (STYLIZED)	U.S.	76/423486 19-Jun-2002	2785672 25-Nov-2003	Registered	Allworx Corp.
BOB	U.S.	77/371021 14-Jan-2008	3488049 19-Aug-2008	Registered ¹	BOB, LLC
BUSINESS ONLY BROADBAND	U.S.	77/371109 14-Jan-2008	3443261 03-Jun-2008	Registered Supplemental Register	BOB, LLC
BUSINESS ONLY BROADBAND AND DESIGN	U.S.	77/399323 18-Feb-2008	3519581 21-Oct-2008	Registered	BOB, LLC
BOSTON RETAIL PARTNERS	U.S.	87/143053 18-Aug-2016	5332782 14-Nov-2017	Registered	Boston Retail Partners, LLC
BRP	U.S.	87/143037 18-Aug-2016	5166336 21-Mar-2017	Registered	Boston Retail Partners, LLC
MEGAPOP	U.S.	75/394498 21-Nov-1997	2268375 10-Aug-1999	Registered	Paetec iTEL, L.L.C.
MEGAPOP	Canada	1130193 05-Feb-2002	TMA606096 23-Mar-2004	Registered	Paetec iTEL, LLC
REVCHAIN	U.S.	76/180308 13-Dec-2000	2707643 15-Apr-2003	Registered	Revchain Solutions, LLC
EARTHLINK BUSINESS	State of Wisconsin	—	20115102154 25-May-2011	Registered	US Xchange of Wisconsin L.L.C.
BROADSPEED	U.S.	75/929931 28-Feb-2000	2486260 04-Sep-2001	Registered	Windstream BV Holdings, LLC
BROADVIEW	U.S.	86/698454 20-Jul-2015	4966354 24-May-2016	Registered	Windstream BV Holdings, LLC
BROADVIEW NETWORKS	U.S.	86/773575 30-Sep-2015	5069934 25-Oct-2016	Registered	Windstream BV Holdings, LLC
BROADVIEW NETWORKS	U.S.	86/773775 30-Sep-2015	5065684 18-Oct-2016	Registered	Windstream BV Holdings, LLC
BROADVIEW NETWORKS	U.S.	86/418083 08-Oct-2014	4762007 23-Jun-2015	Registered	Windstream BV Holdings, LLC

¹ The renewal of this registration is past due, and the grace period expires April 21, 2019. The Company does not plan to renew this registration

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner
BROADVIEW NETWORKS	U.S.	85/402465 19-Aug-2011	4138173 08-May-2012	Registered	Windstream BV Holdings, LLC
BROADVIEW NETWORKS	U.S.	75/785828 26-Aug-1999	2494916 02-Oct-2001	Registered	Windstream BV Holdings, LLC
BROADVIEWNET.COM	U.S.	76/045273 10-May-2000	2828186 30-Mar-2004	Registered	Windstream BV Holdings, LLC
BROADVIEWNET.COM	U.S.	86/422064 13-Oct-2014	4766049 30-Jun-2015	Registered	Windstream BV Holdings, LLC
BROADVIEWOFFICESUITE.COM	U.S.	86/648749 02-Jun-2015	5046535 20-Sep-2016	Registered	Windstream BV Holdings, LLC
BROADVIEWOFFICESUITE.COM	U.S.	86/649047 02-Jun-2015	5046536 20-Sep-2016	Registered	Windstream BV Holdings, LLC
BROADVIEWOS.COM	U.S.	86/738381 26-Aug-2015	5069853 25-Oct-2016	Registered	Windstream BV Holdings, LLC
Design 	U.S.	86/774627 01-Oct-2015	5005086 19-Jul-2016	Registered	Windstream BV Holdings, LLC
Design 	U.S.	86/775014 01-Oct-2015	5106233 20-Dec-2016	Registered	Windstream BV Holdings, LLC
Design 	U.S.	86/422018 13-Oct-2014	4766048 30-Jun-2015	Registered	Windstream BV Holdings, LLC
Design 	U.S.	86/418996 09-Oct-2014	4762008 23-Jun-2015	Registered	Windstream BV Holdings, LLC
Design 	U.S.	75/849942 16-Nov-1999	2559668 09-Apr-2002	Registered	Windstream BV Holdings, LLC
Design 	U.S.	86/621827 07-May-2015	4924357 22-Mar-2016	Registered	Windstream BV Holdings, LLC
Design 	U.S.	85/327005 23-May-2011	4078256 27-Dec-2011	Registered	Windstream BV Holdings, LLC
NATURAL CONVERGENCE	U.S.	76/315607 21-Sep-2001	3199996 23-Jan-2007	Registered	Windstream BV Holdings, LLC
OFFICESUITE	U.S.	86/776547 02-Oct-2015	5251738 25-Jul-2017	Registered	Windstream BV Holdings, LLC
OFFICESUITE	U.S.	86/734975 24-Aug-2015	5246957 18-Jul-2017	Registered	Windstream BV Holdings, LLC

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner
OFFICESUITE	U.S.	86/675806 26-Jun-2015	4903121 16-Feb-2016	Registered Supplemental Register	Windstream BV Holdings, LLC
OFFICESUITE	U.S.	86/152440 26-Dec-2013	4706391 24-Mar-2015	Registered	Windstream BV Holdings, LLC
OFFICESUITE	U.S.	85/185403 26-Nov-2010	4043306 18-Oct-2011	Registered	Windstream BV Holdings, LLC
OFFICESUITE DENTAL	U.S.	86/354711 01-Aug-2014	4757583 16-Jun-2015	Registered	Windstream BV Holdings, LLC
OFFICESUITE DENTAL	U.S.	86/125396 21-Nov-2013	4701541 10-Mar-2015	Registered Supplemental Register	Windstream BV Holdings, LLC
OFFICESUITE DIALER	U.S.	86/224199 18-Mar-2014	4683021 03-Feb-2015	Registered Supplemental Register	Windstream BV Holdings, LLC
OFFICESUITE HD MEETING	U.S.	86/241196 03-Apr-2014	4683029 03-Feb-2015	Registered Supplemental Register	Windstream BV Holdings, LLC
OFFICESUITE PHONE	U.S.	86/801806 28-Oct-2015	5083565 15-Nov-2016	Registered	Windstream BV Holdings, LLC
OFFICESUITE PRIVATECLOUD	U.S.	86/800354 27-Oct-2015	5266664 15-Aug-2017	Registered	Windstream BV Holdings, LLC
OFFICESUITE PRIVATECLOUD	U.S.	86/739579 27-Aug-2015	5074694 01-Nov-2016	Registered	Windstream BV Holdings, LLC
OFFICESUITE PRIVATECLOUD	U.S.	86/734886 24-Aug-2015	5138350 07-Feb-2017	Registered	Windstream BV Holdings, LLC
OFFICESUITE SIMPLICITY	U.S.	86/099107 23-Oct-2013	4573771 22-Jul-2014	Registered	Windstream BV Holdings, LLC
OFFICESUITE UC	U.S.	87/063192 07-Jun-2016	5224529 13-Jun-2017	Registered	Windstream BV Holdings, LLC
OFFICESUITE UNIFIED VOICEMAIL	U.S.	86/244056 07-Apr-2014	4762097 23-Jun-2015	Registered Supplemental Register	Windstream BV Holdings, LLC
OFFICESUITEPHON E.COM	U.S.	86/844712 10-Dec-2015	5365489 26-Dec-2017	Registered	Windstream BV Holdings, LLC
OFFICESUITEPHON E.COM	U.S.	86/739377 27-Aug-2015	5355575 12-Dec-2017	Registered	Windstream BV Holdings, LLC
OFFICESUITEPHON E.COM	U.S.	86/738172 26-Aug-2015	5324354 31-Oct-2017	Registered	Windstream BV Holdings, LLC
SILHOUETTE	U.S.	86/619697 05-May-2015	4994559 05-Jul-2016	Registered	Windstream BV Holdings, LLC
SILHOUETTE	U.S.	76/503578 02-Apr-2003	2957599 31-May-2005	Registered	Windstream BV Holdings, LLC

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner
SILHOUETTE and Design	U.S.	86/620793 06-May-2015	4906277 23-Feb-2016	Registered	Windstream BV Holdings, LLC
SILHOUETTE and Design	U.S.	85/326873 22-May-2011	4078255 27-Dec-2011	Registered	Windstream BV Holdings, LLC
CLOUDVIEW NETWORKS	Canada	1526231 04-May-2011	TMA839052 27-Dec-2012	Registered	Windstream BV Holdings, LLC
CLOUDVIEW SOLUTIONS	Canada	1526243 04-May-2011	TMA839101 27-Dec-2012	Registered	Windstream BV Holdings, LLC
NATURAL CONVERGENCE	Canada	1110313 23-Jul-2001	TMA642000 15-Jun-2005	Registered	Windstream BV Holdings, LLC
SILHOUETTE	Canada	1215879 05-May-2004	TMA657192 24-Jan-2006	Registered	Windstream BV Holdings, LLC
Design 	WIPO International Register (UK, BX)	—	1262565 22-Jun-2015	Registered	Windstream BV Holdings, LLC
Design 	WIPO International Register (UK, BX)	—	1089699 25-Jul-2011	Registered	Windstream BV Holdings, LLC
SILHOUETTE	WIPO International Register (UK, BX)	—	1259367 18-Jun-2015	Registered	Windstream BV Holdings, LLC
SILHOUETTE	WIPO International Register (UK, BX)	—	1080715 25-May-2011	Registered	Windstream BV Holdings, LLC
SILHOUETTE and Design	WIPO International Register (UK, BX)	—	1263180 19-Jun-2015	Registered	Windstream BV Holdings, LLC
SILHOUETTE and Design	WIPO International Register (UK, BX)	—	1087491 21-Jul-2011	Registered	Windstream BV Holdings, LLC
IOWA TELECOM	U.S.	76/048781 15-May-2000	2463818 26-Jun-2001	Registered	Windstream Iowa Communications, LLC
CONNECT. TRANSFORM. ELEVATE.	U.S.	87/722249 15-Dec-2017	5557123 04-Sep-2018	Registered	Windstream Services, LLC
KINETIC	U.S.	86/371628 20-Aug-2014	4993941 05-Jul-2016	Registered	Windstream Services, LLC

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner
KINETIC TV	U.S.	86/574456 24-Mar-2015	4994299 05-Jul-2016	Registered	Windstream Services, LLC
SDNOW	U.S.	87/541376 25-Jul-2017	5401411 13-Feb-2018	Registered	Windstream Services, LLC
WINDSTREAM	U.S.	78/834510 10-Mar-2006	3390047 26-Feb-2008	Registered	Windstream Services, LLC
WINDSTREAM	U.S.	78/834516 10-Mar-2006	3390048 26-Feb-2008	Registered	Windstream Services, LLC
WINDSTREAM	U.S.	78/834519 10-Mar-2006	3357666 18-Dec-2007	Registered	Windstream Services, LLC
WINDSTREAM	U.S.	78/834521 10-Mar-2006	3327493 30-Oct-2007	Registered	Windstream Services, LLC
WINDSTREAM AND W DESIGN	U.S.	78/854981 05-Apr-2006	3390070 26-Feb-2008	Registered	Windstream Services, LLC
WINDSTREAM ENTERPRISE	U.S.	87/722195 15-Dec-2017	5557122 04-Sep-2018	Registered	Windstream Services, LLC
VIRTUAL XL	U.S.	75/552549 14-Sep-1998	2307280 11-Jan-2000	Registered	Xeta Technologies, Inc.
XETA	U.S.	73/700037 10-Dec-1987	1503697 13-Sep-1988	Registered ²	Xeta Technologies, Inc.
XETA TECHNOLOGIES	U.S.	76/116778 24-Aug-2000	2573060 28-May-2002	Registered	Xeta Technologies, Inc.

U.S. TRADEMARK APPLICATIONS

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner
KINETIC	U.S.	88/278791 28-Jan-2019	—	Pending	Windstream Services, LLC

TRADEMARK LICENSES

None.

² Renewal of this registration is past due, and the grace period expires March 13, 2019. The Company does not plan to renew this registration.