

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Information Transport Solutions, Inc.		03/13/2019	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	Mail Code: NC1-001-05-45, 100 N. Tryon Street, 5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4222056	ITS	
Registration Number:	4316377	ITS	
Registration Number:	4255976	INFORMATION TRANSPORT SOLUTIONS	
Registration Number:	4764060	TRUE NORTH	
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>			
Phone:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1058248 TM ITS BofA		
NAME OF SUBMITTER:	Brandon Okun		
SIGNATURE:	/Brandon Okun/		
DATE SIGNED:	03/14/2019		
Total Attachments: 5			

OP \$115.00 4222056

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2019 (this “**Agreement**”) among Information Transport Solutions, Inc., an Alabama corporation (the “**Specified Grantor**”), as a Grantor, and BANK OF AMERICA, N.A., as Collateral Agent for the Secured Parties.

Reference is made to the Security Agreement dated as of April 24, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Communications Sales & Leasing, Inc., and CSL Capital, LLC (each, a “**Borrower**” and together, the “**Borrowers**”), as Grantors, the Specified Grantor (pursuant to that certain Supplement No. 5 to the Security Agreement dated as of May 9, 2017), the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrowers are set forth in the Credit Agreement dated as of April 24, 2015 (as amended by Amendment No. 1 to the Credit Agreement dated as of October 21, 2016, as further amended by Amendment No. 2 to the Credit Agreement dated as of February 9, 2017, as further amended by Amendment No. 3 to the Credit Agreement dated as of April 28, 2017 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrowers, the Guarantors party thereto, Bank of America, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender, and L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Grantors are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement and the undersigned Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty of the Obligations made pursuant to Article 11 of the Credit Agreement, the Specified Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Specified Grantor or in which the Specified Grantor now has or at any time in the future may acquire any right, title or interest, and all goodwill associated therewith (collectively, the “**Trademark Collateral**”):

All Trademarks, including those listed on Schedule I hereto;
provided that the grant of security interest shall not include

any “intent-to-use” trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Specified Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

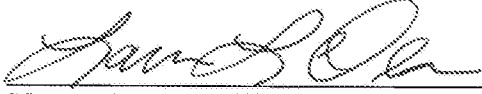
[Signatures on following page]

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

INFORMATION TRANSPORT
SOLUTIONS, INC.,
as the Specified Grantor

By 
Name: Daniel Heard
Title: Executive Vice President – General
Counsel and Secretary

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Laura L. Olson
Title: Vice President

**Schedule I to
Trademark Security Agreement Supplement**

UNITED STATES Trademarks, Service Marks and Trademark Applications

Grantor	Trademark	Serial No. and Date Filed	Registration No. and Jurisdiction
Information Transport Solutions, Inc.	ITS	85976330 March 4, 2011	4222056 (United States)
Information Transport Solutions, Inc.	ITS	85686582 July 25, 2012	4316377 (United States)
Information Transport Solutions, Inc.	Information Transport Solutions	85257252 March 3, 2011	4255976 (United States)
Information Transport Solutions, Inc.	TRUE NORTH	86443847 November 4, 2014	4764060 (United States)