

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (U.S.)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cogeco Peer 1 (USA) Inc.		04/30/2019	Corporation: WASHINGTON
Cogeco Peer 1 (Canada) Inc.		04/30/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC		
Street Address:	E&Y Tower, 222 Bay Street, 15th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4471291	ZUNICORE	
Registration Number:	3121070	PEER 1	
Registration Number:	3052944	PEER 1	
Registration Number:	2371005	HOSTPRO	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	04/30/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT (U.S.)

This Trademark Security Agreement (U.S.) dated as of April 30, 2019 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of TORONTO DOMINION (TEXAS) LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain credit agreement, dated as of April 30, 2019 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings 1, the U.S. Borrower, DC LF UK BIDCO LTD., a company incorporated under the laws of England and Wales with registered number 11832367 (the "U.K. Borrower"), DC LF CANADA BIDCO INC., a corporation organized under the laws of Canada (the "Initial Canadian Borrower"), DC LF FIBRE CANCO INC., a corporation organized under the laws of Canada (the "Rio 2 Borrower"), DC LF FIBRE INC., a corporation organized under the laws of Canada (following the consummation of the Post-Closing Reorganization, the "Rio 2 Borrower"), each of the other guarantors from time to time party thereto, the Lenders from time to time party thereto and TD Texas, as administrative agent for the Lenders (in such capacity, "General Administrative Agent") and as collateral agent for the Secured Parties (in such capacity, "General Collateral Agent"), THE TORONTO-DOMINION BANK ("TD"), as swing line lender (in such capacity, the "Swing Line Lender"), and TD, as an Issuing Bank.

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement (U.S.) of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) [reserved]; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The Collateral Agent shall, as and when required by Section 10.4 of the Security Agreement, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

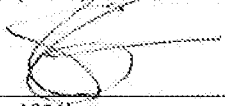
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COGECO PEER 1 (USA) INC. as a Pledgor

By: _____


Name: Shenif Visram
Title: Vice-President, Finance

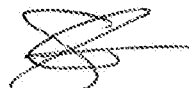
[Signature Page to Trademark Security Agreement]

**TRADEMARK
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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COGECO PEER 1 (CANADA) INC., as a
Pledgor

By: _____



Name: Shenif Visram
Title: Vice-President, Finance

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006633 FRAME: 0131

Accepted and Agreed:

TORONTO DOMINION (TEXAS) LLC,
as Collateral Agent

By:  _____

Name:

Title:

ALICE MARE
AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006633 FRAME: 0132

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Peer 1 Network (USA), Inc. (now known as Cogeco Peer 1 (USA) Inc.)	Reg 4471291	ZUNICORE
Peer 1 Network Enterprises, Inc. (now known as Cogeco Peer 1 (Canada) Inc.)	Reg 3121070	PEER 1
Peer 1 Network Enterprises, Inc. (now known as Cogeco Peer 1 (Canada) Inc.)	Reg 3052944	Peer 1 (LOGO)
Peer 1 Network (USA), Inc. (now known as Cogeco Peer 1 (USA) Inc.)	Reg 2371005	HOSTPRO

United States Trademark Applications:

None.