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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM678835

SUBMISSION TYPE:	YPE: NEW ASSIGNMENT	
NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST		
SEQUENCE:	1	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Administrative Agent		10/04/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	NORTH STATE TELEPHONE COMPANY
Street Address:	4100 Mendenhall Oaks Parkway, Suite 300
City:	High Point
State/Country:	NORTH CAROLINA
Postal Code:	29201
Entity Type:	Corporation: NORTH CAROLINA
Name:	Lumos Networks Inc.
Street Address:	One Lumos Plaza
City:	Waynesboro
State/Country:	VIRGINIA
Postal Code:	22980
Entity Type:	Corporation: VIRGINIA
Name:	South Carolina Telecommunications Group Holdings, LLC
Street Address:	1500 Hampton Street, Suite 101
City:	Columbia
State/Country:	SOUTH CAROLINA
Postal Code:	29201
Entity Type:	Limited Liability Company: SOUTH CAROLINA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5451415	NORTHSTATE
Registration Number:	5601503	FIBERSITE
Registration Number:	4503392	CLOUD VOICE
Registration Number:	4291169	NORTHSTATE BUSINESS
Registration Number:	5985362	SEGRA

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REEL: 007442 FRAME: 0346

Property Type	Number	Word Mark
Registration Number:	5946063	CONNECTING YOU TO YOUR WORLD

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1493590 5.8.20 Release
NAME OF SUBMITTER:	Adam Siegel
SIGNATURE:	/Adam Siegel/
DATE SIGNED:	10/04/2021

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of October 1, 2021 (the "Effective Date"), is made by Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent for the Secured Parties (the "Agent"), in favor of North State Telephone Company, a North Carolina corporation located at 4100 Mendenhall Oaks Parkway, Suite 300, High Point, North Carolina 27265, Lumos Networks Inc., a Virginia corporation located at One Lumos Plaza, Waynesboro, VA 22980 and South Carolina Telecommunications Group Holdings, LLC, a South Carolina limited liability company located at 1500 Hampton Street, Suite 101, Columbia, SC 29201 (each a "Grantor" and, collectively, the "Grantors").

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of November 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantors and the Subsidiary Parties from time to time party thereto in favor of the Agent, the Grantors granted to the Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of May 18, 2020 (the "<u>Trademark Security</u> Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 18, 2020 at Reel/Frame 6941/0298;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Trademarks, including but not limited to the trademarks and trademark licenses set forth in Schedule I attached hereto, and any goodwill associated therewith, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title, or interest in and to the Trademarks under the Trademark Security Agreement or the Security Agreement, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys, and re-assigns such right, title or interest to the Grantors, including any goodwill associated therewith. The Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantors all such cooperation and assistance (including, without limitation, the execution and

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delivery of any and all documents or other instruments), reasonably requested by the Grantors, to more fully and effectively effectuate the purposes of this Release.

- 5. <u>Counterparts</u>. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantors acknowledge that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.
- 6. <u>Severability</u>. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.
- 7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representatives as of the Effective Date:

MORGAN STANLEY SENIOR FUNDING, INC.

as Administrative Agent

By:

Name: Lisa Hanson

Title: VP

GRANTORS:

NORTH STATE TELEPHONE COMPANY

By: Name:

Mary McDermott

Mary MeDermott

Masy McDermott

Title:

Senior Vice President, General Counsel and

Secretary

LUMOS NETWORKS INC.

By:

Name: Mary McDermott

Title:

Senior Vice President, General Counsel and

Secretary

SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC

Mary McDermott

By:

Name: Mary McDermott

Title:

Senior Vice President, General Counsel and

Secretary

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
North State Telephone Company	5451415	NORTHSTATE
North State Telephone Company	5601503	FIBERSITE
North State Telephone Company	4503392	CLOUD VOICE
North State Telephone Company	4291169	NORTHSTATE BUSINESS
Lumos Networks Inc.	5985362	SEGRA
South Carolina Telecommunications Group Holdings, LLC	5946063	CONNECTING YOU TO YOUR WORLD

TRADEMARK APPLICATIONS

RECORDED: 10/04/2021

None.

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