

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359976

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyBank National Association		10/22/2015	National Association: OHIO

RECEIVING PARTY DATA

Name:	NT Network Services, LLC
Street Address:	120 E FM 544
City:	Murphy
State/Country:	TEXAS
Postal Code:	75094
Entity Type:	CORPORATION: DELAWARE
Name:	GTT Communications, Inc.
Street Address:	7900 Tysons One Place
Internal Address:	Suite 1450
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2903299	NLAYER COMMUNICATIONS
Registration Number:	4199402	ETHERCLOUD
Registration Number:	4276443	ETHERCLOUD
Registration Number:	4259051	ETHERVISION
Registration Number:	2732571	AIRBAND COMMUNICATIONS
Registration Number:	2561540	AIRBAND
Registration Number:	3647264	SPARKPLUG COMMUNICATIONS
Registration Number:	3672526	YOUR BUSINESS. OUR NETWORK. FASTER.
Registration Number:	3969500	MAKING YOUR NETWORK
Registration Number:	3969501	NO BOUNDARIES

CORRESPONDENCE DATA

TRADEMARK

REEL: 005652 FRAME: 0859

900342114

CH \$265.00 2903299

Fax Number: 2165780212

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: (216) 586-3939

Email: dpuljic@jonesday.com

Correspondent Name: Daniel Puljic / JONES DAY

Address Line 1: 901 Lakeside Avenue

Address Line 2: North Point

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	601755-049190
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NAME OF SUBMITTER:	Daniel Puljic
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SIGNATURE:	/Daniel Puljic/
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DATE SIGNED:	10/26/2015
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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "*Release*"), dated as of October 22, 2015, is made by KeyBank National Association, as the Administrative Agent (as defined below), in favor of each of NT Network Services, LLC, a Delaware limited liability company, and GTT Communications, Inc., a Delaware corporation (each, a "*Grantor*", and collectively, the "*Grantors*").

A. Reference is made to the Second Amended and Restated Credit Agreement, dated as of August 6, 2014, among the Borrowers (as defined therein), the Lenders party thereto and Webster Bank, N.A., as the administrative agent (as amended by the Amendment Agreement, dated as of April 1, 2015, by and among GTT Communications Inc., the other Borrowers (as defined therein) party thereto, the Lenders party thereto, and KeyBank National Association, as administrative agent (the "*Administrative Agent*") and as otherwise amended, restated supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

B. Reference is made to (i) the Second Amended and Restated Security Agreement, dated as of April 1, 2015, (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Grantors, the other grantors named therein and the Administrative Agent, and (ii) the Amended and Restated Trademark Security Agreement, dated as of April 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"), among the Grantors and the Administrative Agent, pursuant to which, among other things, the Grantors granted a security interest to the Administrative Agent, for the benefit of the Lenders, in, among other things, the Trademark Collateral (as defined in the IP Security Agreement), including, without limitation, each trademark, trademark application and trademark license of the Grantors set forth on Schedule 1 hereto (collectively, the "*Trademarks*").

C. In connection with the termination of the Credit Agreement, the Security Agreement and the IP Security Agreement, the Grantors have informed the Administrative Agent of their desire to obtain the release of all right, title and interest of the Administrative Agent, the Lenders and each other grantee or beneficiary in and to the Trademark Collateral granted under the Security Agreement and the IP Security Agreement.

D. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Administrative Agent's right, title and interest (including, without limitation, security interests) in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule 1 attached hereto, pursuant to the Security Agreement and the IP Security Agreement, is hereby automatically, immediately and forever terminated, the debt secured thereby having been paid and satisfied in full and any right, title or interest of the Administrative Agent in such Trademarks hereby cease and are void.

E. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at the cost and request of the Grantor. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent

By:



Name: Meera Amin
Title: Vice President

SCHEDULE 1

Registered Trademarks

Trademark	Status	Reg. No.	Reg. Date	Jurisdiction
NLAYER COMMUNICATIONS	Active	2903299	11/16/2004	USA
ETHERCLOUD	Active	4199402	8/28/2012	USA
ETHERCLOUD (& DESIGN)	Active	4276443	1/15/2013	USA
ETHERVISION	Active	4259051	12/11/2012	USA
Airband Communications	Active	2732571	07/01/2003	USA
Airband	Active	2561540	04/16/2002	USA
Sparkplug Communications	Active	3647264	06/30/2009	USA
Your Business. Our Network. Faster	Active	3672526	08/25/2009	USA
Making Your Network	Active	3969500	05/31/2011	USA
No Boundaries	Active	3969501	05/31/2011	USA