

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

10/26/2015
 900342116

ETAS ID: TM359978

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Broadband, Inc.		10/22/2015	CORPORATION: DELAWARE
One Source Networks, Inc.		10/22/2015	CORPORATION: TEXAS
NT Network Services, LLC		10/22/2015	LLC: DELAWARE

RECEIVING PARTY DATA

LIMITED LIABILITY COMPANY: DELAWARE

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Association: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2561540	AIRBAND
Registration Number:	2732571	AIRBAND COMMUNICATIONS
Registration Number:	3969500	MAKING YOUR NETWORK
Registration Number:	3969501	NO BOUNDARIES
Registration Number:	4635301	ONE SOURCE NETWORKS
Registration Number:	4473258	CLOUD 2.0
Registration Number:	3672526	YOUR BUSINESS. OUR NETWORK. FASTER.
Registration Number:	3647264	SPARKPLUG COMMUNICATIONS
Registration Number:	4199402	ETHERCLOUD
Registration Number:	4276443	ETHERCLOUD
Registration Number:	4259051	ETHERVISION

CH \$290.00 2561540

CORRESPONDENCE DATA

Fax Number: 2165790212
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

NAME OF SUBMITTER: Daniel Puljic

SIGNATURE: /Daniel Puljic/

DATE SIGNED: 10/26/2015

Total Attachments: 5

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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of October 22, 2015 (“Agreement”), between American Broadband, Inc., a Delaware corporation, One Source Networks Inc., a Texas corporation, NT Network Services, LLC, a Delaware limited liability company (each, together with its successors and assigns, an “Assignor”, and collectively, the “Assignors”), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among GTT Communications, Inc., a Delaware corporation (together with its successors and assigns, the “Borrower”), the lenders party thereto (the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, each Assignor is a party to a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Assignors, the other grantors named therein and the Administrative Agent, pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, collateral assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, each Assignor hereby collaterally assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by such Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by such Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement, in each case, as it relates to the trademarks, trade names and service marks referred to in the above clauses (i), (ii), (iii) and (iv);

(vii) all rights to sue for past, present or future infringements of any of the foregoing;

(viii) all goodwill related to any of the foregoing; and

(viii) all proceeds of any and all of the foregoing.


Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignors and any other Assignors named therein, as grantors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS THAT WOULD GIVE EFFECT TO THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.


AMERICAN BROADBAND, INC.

By: 
Name: Chris McKee
Title: Vice President, Assistant Treasurer and Secretary

ONE SOURCE NETWORKS INC.

By: 
Name: Chris McKee
Title: Vice President, Assistant Treasurer and Secretary

NT NETWORK SERVICES, LLC


By: 
Name: Chris McKee
Title: Vice President, Assistant Treasurer and Secretary

Collateral Assignment of Trademarks

TRADEMARK
REEL: 005653 FRAME: 0523

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Meera Amin
Title: Vice President

Schedule A
to Collateral Assignment of
Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
American Broadband, Inc.	Airband	76170231	Nov. 22, 2000	2561540	April 16, 2002
American Broadband, Inc.	Airband Communications	76025463	April 13, 2000	2732571	July 1, 2003
American Broadband, Inc.	Making Your Network	85107810	August 15, 2010	3969500	May 31, 2011
American Broadband, Inc.	No Boundaries	85107812	August 15, 2010	3969501	May 31, 2011
One Source Networks Inc.	One Source Networks	86021074	July 26, 2013	4635301	November 11, 2014
One Source Networks Inc.	Cloud 2.0	85385356	July 30, 2011	4473258	January 28, 2014
American Broadband, Inc.	Your Business. Our Network. Faster.	77666018	Feb. 9, 2009	3672526	August 25, 2009
American Broadband, Inc.	Sparkplug Communications	77630980	Dec. 11, 2008	3647264	June 30, 2009
NT Network Services, LLC	EtherCloud			4199402	August 28, 2012
NT Network Services, LLC	EtherCloud			4276443	January 15, 2013
NT Network Services, LLC	Ethervision			4259051	December 11, 2012