

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		07/10/2017	NATIONAL BANKING ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	GTT AMERICAS, LLC		
Street Address:	7900 Tysons One Place		
Internal Address:	Suite 1450		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2561540	AIRBAND	
Registration Number:	2732571	AIRBAND COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	132210.255909		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	07/11/2017		
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 July 10, 2017, is made by KeyBank National Association, as the Administrative Agent (as defined below), in favor of GTT Americas, LLC, a Delaware limited liability company (the “*Grantor*”).

A. Reference is made to the Credit Agreement, dated as of January 9, 2017, among the Borrower (as defined therein), the Lenders party thereto and KeyBank National Association, as the administrative agent (the “*Administrative Agent*”) (as amended by the Amendment No. 1, dated as of July 10, 2017 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 Pledge and Security Agreement, dated as of January 9, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Grantor, the other grantors named therein and the Administrative Agent, and (ii) the Collateral Assignments of Trademarks, dated as of April 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), among the Grantor and the Administrative Agent, pursuant to which, among other things, the Grantor granted a security interest to the Administrative Agent, for the benefit of the Lenders, in, among other things, each trademark, trademark application and trademark license of the Grantor set forth on Schedule 1 hereto (collectively, the “*Trademarks*”).

C. In connection with the sale of the Trademarks, the Grantor has informed the Administrative Agent of its 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 Trademarks granted under the Security Agreement and the IP Security Agreement.

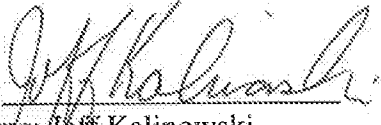
D. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Administrative Agent’s right, title and interest (including, without limitation, security interests) in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule 1 attached hereto, pursuant to the Security Agreement and the IP Security Agreement, is hereby automatically, immediately and forever terminated 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: Jeff Kalinowski
Title: Senior Vice President

SCHEDULE 1

Registered Trademarks

Name of Grantor:	Trademark:	Application Number	Application Date	Registration No.:	Registration Date:
GTT Americas, LLC	Airband	76170231	Nov. 22, 2000	2561540	April 16, 2002
GTT Americas, LLC	Airband Communications	76025463	April 13, 2000	2732571	July 1, 2003