

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484934

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLWORX CORP.		08/02/2018	Corporation: DELAWARE
BOB, LLC		08/02/2018	Limited Liability Company: ILLINOIS
BOSTON RETAIL PARTNERS LLC		08/02/2018	Limited Liability Company: MASSACHUSETTS
EARTHLINK, LLC		08/02/2018	Limited Liability Company: DELAWARE
PAETEC ITEL, L.L.C.		08/02/2018	Limited Liability Company: NORTH CAROLINA
REVCHAIN SOLUTIONS, LLC		08/02/2018	Limited Liability Company: DELAWARE
XETA TECHNOLOGIES, INC.		08/02/2018	Corporation: OKLAHOMA
WINDSTREAM IOWA COMMUNICATIONS, LLC		08/02/2018	Limited Liability Company: DELAWARE
WINDSTREAM BV HOLDINGS, INC.		08/02/2018	Corporation: DELAWARE
WINDSTREAM SERVICES, LLC		08/02/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Bank: DELAWARE

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	3390047	WINDSTREAM
Registration Number:	3390048	WINDSTREAM
Registration Number:	3357666	WINDSTREAM
Registration Number:	3327493	WINDSTREAM
Registration Number:	3390070	WINDSTREAM W

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4993941	KINETIC
Registration Number:	4994299	KINETIC TV
Registration Number:	5401411	SDNOW
Registration Number:	2878357	ALLWORX
Registration Number:	2785672	ALLWORX
Registration Number:	3488049	BOB
Registration Number:	3443261	BUSINESS ONLY BROADBAND
Registration Number:	3519581	BUSINESS ONLY BROADBAND
Registration Number:	5166336	BRP
Registration Number:	5332782	BOSTON RETAIL PARTNERS
Registration Number:	2494916	BROADVIEW NETWORKS
Registration Number:	4138173	BROADVIEW NETWORKS
Registration Number:	4762007	BROADVIEW NETWORKS
Registration Number:	5065684	BROADVIEW NETWORKS
Registration Number:	5069934	BROADVIEW NETWORKS
Registration Number:	2828186	BROADVIEWNET.COM
Registration Number:	2218119	START PAGE
Registration Number:	2218713	TOTALACCESS
Registration Number:	2372117	EARTHLINK
Registration Number:	2493252	PEOPLEPC
Registration Number:	2468346	PEOPLEPC
Registration Number:	2767065	PEOPLEPC
Registration Number:	2618566	PEOPLEPC
Registration Number:	2556818	EARTHLINK
Registration Number:	2724703	PEOPLEPC
Registration Number:	3412074	PEOPLEPC DSL
Registration Number:	3020320	EARTHLINK TOOLBAR
Registration Number:	3027834	A ACCELERATOR
Registration Number:	3269627	EARTHLINK PROTECTION CONTROL CENTER
Registration Number:	3102326	EARTHLINK TRUE VOICE
Registration Number:	3117276	TRUEVOICE
Registration Number:	3403608	EARTHLINK PCFINETUNE
Registration Number:	4058934	EARTHLINK BUSINESS
Registration Number:	4173787	EARTHLINK BUSINESS
Registration Number:	4159914	EARTHLINK B U S I N E S S
Registration Number:	4163177	EARTHLINK B U S I N E S S
Registration Number:	4159915	EARTHLINK B U S I N E S S
Registration Number:	4163248	EARTHLINK CARRIER

Property Type	Number	Word Mark
Registration Number:	4163249	EARTHLINK CARRIER
Registration Number:	4278910	MYLINK
Registration Number:	4338038	REDEFINE WORK
Registration Number:	4495824	TAKING CARE OF BUSINESS
Registration Number:	4662499	MYLINK
Registration Number:	5341012	
Serial Number:	86259251	EARTHLINK SECURE STOREFRONT
Serial Number:	87803098	EARTHLINK SECURE STOREFRONT
Registration Number:	4860643	YOUR CONNECTION TO HAPPY CUSTOMERS
Registration Number:	5262723	PCI CERTIFY
Registration Number:	4934307	PCI COMPLIANCE SOLUTIONS
Serial Number:	86403754	PCI PROTECT
Serial Number:	86403760	PCI ASSIST
Serial Number:	86428617	EARTHLINK
Registration Number:	5091715	EARTHLINK
Registration Number:	5008688	
Registration Number:	4914763	
Registration Number:	5176810	
Serial Number:	86428634	EARTHLINK
Registration Number:	2268375	MEGAPOP
Registration Number:	2707643	REVCHAIN
Registration Number:	1503697	XETA
Registration Number:	2307280	VIRTUAL XL
Registration Number:	2573060	XETA TECHNOLOGIES
Registration Number:	2463818	IOWA TELECOM
Serial Number:	87722195	WINDSTREAM ENTERPRISE
Serial Number:	87722249	CONNECT. TRANSFORM. ELEVATE.
Serial Number:	87679626	PIVOT COMMUNICATIONS
Serial Number:	87680254	PIVOT COMMUNICATIONS
Serial Number:	87680287	PIVOT COMMUNICATIONS
Serial Number:	87717190	BUSINESS AWARE
Serial Number:	87725044	WE
Serial Number:	87725065	WE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com
Correspondent Name: MELONY SOT
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: F178511 TM 2024

NAME OF SUBMITTER: Alan Delaney

SIGNATURE: /Alan Delaney^

DATE SIGNED: 08/06/2018

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, the signatories hereto (individually herein referred to as a “**Lien Grantor**”, and collectively, the “**Lien Grantors**”) own, or in the case of licenses are parties to, the Trademark Collateral (as defined below);

WHEREAS, Windstream Services, LLC (the “**Company**”) has entered into that certain Indenture dated as of August 2, 2018 among the Company, as issuer, the Co-Issuer, the guarantors party thereto, Wilmington Trust, National Association, as trustee and collateral agent (the “**Indenture**”), pursuant to which the Company will issue its 10.500% senior secured second lien notes due 2024 (the “**Notes**”); and

WHEREAS, pursuant to the Security Agreement dated as of August 2, 2018 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Company, the Co-Issuer, the Guarantors party thereto and Wilmington Trust, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), each Lien Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of such Lien Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items or types of Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by such Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License to which such Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds of the foregoing.

Each Lien Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of such Lien Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Company's expense, to the extent permitted by law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect, all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the request and expense of each applicable Lien Grantor, execute and deliver to such Lien Grantor such documents prepared by such Lien Grantor, and take such other actions, as such Lien Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Wilmington Trust, National Association is acknowledging this Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Indenture as if such rights, privileges and immunities were set forth herein.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

IN WITNESS WHEREOF, the Lien Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of August, 2018.

ALLWORX CORP.
BOB, LLC
BOSTON RETAIL PARTNERS LLC
EARTHLINK, LLC
PAETEC ITEL, L.L.C.
REVCHAIN SOLUTIONS, LLC
XETA TECHNOLOGIES, INC.
WINDSTREAM IOWA COMMUNICATIONS, LLC
WINDSTREAM BV HOLDINGS, INC.
WINDSTREAM SERVICES, LLC

By: 

Name: Robert E. Gunderman

Title: Chief Financial Officer & Treasurer

Acknowledged:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____

Name: Jane Y. Schweiger

Title: Vice President

[Signature Page to 2024 Trademark Security Agreement]

TRADEMARK
REEL: 006406 FRAME: 0345

**Schedule 1
to Trademark
Security Agreement**

TRADEMARKS

* Indicates "intent to use" trademarks, which are Excluded Assets.

No.	U.S. Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
1.	WINDSTREAM	78834510	10-MAR-2006	3390047	26-FEB-2008	Windstream Services, LLC
2.	WINDSTREAM	78834516	10-MAR-2006	3390048	26-FEB-2008	Windstream Services, LLC
3.	WINDSTREAM	78834519	10-MAR-2006	3357666	18-DEC-2007	Windstream Services, LLC
4.	WINDSTREAM	78834521	10-MAR-2006	3327493	30-OCT-2007	Windstream Services, LLC
5.	WINDSTREAM W	78854981	05-APR-2006	3390070	26-FEB-2008	Windstream Services, LLC
6.	KINETIC	86371628	20-AUG-2014	4993941	05-JUL-2016	Windstream Services, LLC
7.	KINETIC TV	86574456	24-MAR-2015	4994299	05-JUL-2016	Windstream Services, LLC
8.	SD NOW	87541376	25-JUL-2017	5401411	13-FEB-2018	Windstream Services, LLC
9.	ALLWORX	76423485	19-JUN-2002	2878357	31-AUG-2004	Allworx Corp.
10.	ALLWORX	76423486	19-JUN-2002	2785672	25-NOV-2003	Allworx Corp.
11.	BOB	77371021	14-JAN-2008	3488049	19-AUG-2008	Bob, LLC
12.	BUSINESS ONLY BROADBAND	77371109	14-JAN-2008	3443261	03-JUN-2008	Bob, LLC
13.	BUSINESS ONLY BROADBAND	77399323	18-FEB-2008	3519581	21-OCT-2008	Bob, LLC

No.	U.S. Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
14.	BRP	87143037	18-AUG-2016	5166336	21-MAR-2017	Boston Retail Partners LLC
15.	BOSTON RETAIL PARTNERS	87143053	18-AUG-2016	5332782	14-NOV-2017	Boston Retail Partners LLC
16.	BROADVIEW NETWORKS	75785828	26-AUG-1999	2494916	02-OCT-2001	Windstream BV Holdings, Inc.
17.	BROADVIEW NETWORKS	85402465	8-MAY-2011	4138173	19-AUG-2012	Windstream BV Holdings, Inc.
18.	BROADVIEW NETWORKS	85418083	8-OCT-2014	4762007	23-JUN-2015	Windstream BV Holdings, Inc.
19.	BROADVIEW NETWORKS	86773775	30-SEPT-2015	5065684	18-OCT-2016	Windstream BV Holdings, Inc.
20.	BROADVIEW NETWORKS	86773575	30-SEPT-2015	5069934	25-OCT-2016	Windstream BV Holdings, Inc.
21.	BROADVIEWNET.COM	76045273	10-MAY-2000	2828186	30-MAR-2004	Windstream BV Holdings, Inc.
22.	STARTPAGE	75224710	13-JAN-1997	2218119	19-JAN-1999	Earthlink, LLC
23.	TOTALACCESS	75389600	13-NOV-1997	2218713	19-JAN-1999	Earthlink, LLC
24.	EARTHLINK	75561137	29-SEP-1998	2372117	01-AUG-2000	Earthlink, LLC
25.	PEOPLEPC	75727730	14-JUN-1999	2493252	25-SEP-2001	Earthlink, LLC
26.	PEOPLEPC	75728762	15-JUN-1999	2468346	10-JUL-2001	Earthlink, LLC
27.	PEOPLEPC	75773809	11-AUG-1999	2767065	23-SEP-2003	Earthlink, LLC
28.	PEOPLEPC	75773824	11-AUG-1999	2618566	10-SEP-2002	Earthlink, LLC
29.	EARTHLINK	75827698	20 OCT 1999	2556818	02 APR 2002	Earthlink, LLC

No.	U.S. Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
30.	PEOPLEPC	75879168	23-DEC-1999	2724703	10-JUN-2003	Earthlink, LLC
31.	PEOPLEPC DSL	77010303	29-SEP-2006	3412074	15-APR-2008	Earthlink, LLC
32.	EARTHLINK TOOLBAR	78472358	24-AUG-2004	3020320	29-NOV-2005	Earthlink, LLC
33.	A ACCELERATOR	78479500	07-SEP-2004	3027834	13-DEC-2005	Earthlink, LLC
34.	EARTHLINK PROTECTION CONTROL CENTER	78651763	16-JUN-2005	3269627	24-JUL-2007	Earthlink, LLC
35.	EARTHLINK TRUE VOICE	78658950	27-JUN-2005	3102326	06-JUN-2006	Earthlink, LLC
36.	TRUEVOICE	78801183	27-JAN-2006	3117276	18-JUL-2006	Earthlink, LLC
37.	EARTHLINK PC FINETUNE	78959552	24-AUG-2006	3403608	25-MAR-2008	Earthlink, LLC
38.	EARTHLINK BUSINESS	85215716	12-JAN-2011	4058934	22-NOV-2011	Earthlink, LLC
39.	EARTHLINK BUSINESS	85215722	12-JAN-2011	4173787	17-JUL-2012	Earthlink, LLC
40.	EARTHLINK BUSINESS	85215736	12-JAN-2011	4159914	19-JUN-2012	Earthlink, LLC
41.	EARTHLINK BUSINESS	85215741	12-JAN-2011	4163177	26-JUN-2012	Earthlink, LLC
42.	EARTHLINK BUSINESS	85215746	12-JAN-2011	4159915	19-JUN-2012	Earthlink, LLC
43.	EARTHLINK CARRIER	85274268	23-MAR-2011	4163248	26-JUN-2012	Earthlink, LLC
44.	EARTHLINK CARRIER	85274275	23-MAR-2011	4163249	26-JUN-2012	Earthlink, LLC
45.	MYLINK	85631725	22-MAY-2012	4278910	22-JAN-2013	Earthlink, LLC
46.	REDEFINE WORK	85724425	10-SEP-2012	4338038	21-MAY-2013	Earthlink, LLC

No.	U.S. Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
47.	TAKING CARE OF BUSINESS	85764717	26-OCT-2012	4495824	11-MAR-2014	Earthlink, LLC
48.	MYLINK	86245733	08-APR-2014	4662499	30-DEC-2014	Earthlink, LLC
49.	FIST DESIGN	86245740	08-APR-2014	5341012	21-NOV-2017	Earthlink, LLC
50.	EARTHLINK SECURE STOREFRONT*	86259251	22-APR-2014	Pending	Intent to Use	Earthlink, LLC
51.	EARTHLINK SECURE STOREFRONT*	87803098	2-FEB-2018	Pending	Intent to Use	Earthlink, LLC
52.	YOUR CONNECTION TO HAPPY CUSTOMERS	86373167	21-AUG-2014	4860643	24-NOV-2015	Earthlink, LLC
53.	PCI CERTIFY	86403742	23-SEP-2014	5262723	08-AUG-2017	Earthlink, LLC
54.	PCI COMPLIANCE SOLUTIONS	86403748	23-SEP-2014	4934307	05-APR-2016	Earthlink, LLC
55.	PCI PROTECT*	86403754	23-SEP-2014	Pending	Intent to Use	Earthlink, LLC
56.	PCI ASSIST*	86403760	23-SEP-2014	Pending	Intent to Use	Earthlink, LLC
57.	EARTHLINK*	86428617	20-OCT-2014	Pending	Intent to Use	Earthlink, LLC
58.	EARTHLINK	86428627	20-OCT-2014	5091715	29-NOV-2016	Earthlink, LLC
59.	EARTHLINK*	86428634	20-OCT-2014	Pending	Intent to Use	Earthlink, LLC
60.	ORBIT DESIGN	86428664	20-OCT-2014	5008688	26-JUL-2016	Earthlink, LLC
61.	ORBIT DESIGN	86428669	20-OCT-2014	4914763	08-MAR-2016	Earthlink, LLC
62.	ORBIT DESIGN	86428674	20-OCT-2014	5176810	04-APR-2017	Earthlink, LLC

No.	U.S. Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
63.	MEGA POP	75394498	21-NOV-1997	2268375	10-AUG-1999	Paetec Itel, L.L.C
64.	REVCHAIN	76180308	13-DEC-2000	2707643	15-APR-2003	Revchain Solutions, LLC
65.	XETA	73700037	10-DEC-1987	1503697	13-SEP-1988	Xeta Technologies, Inc.
66.	VIRTUAL XL	75552549	14-SEP-1998	2307280	11-JAN-2000	Xeta Technologies, Inc.
67.	XETA TECHNOLOGIES	76116778	24-AUG-2000	2573060	28-MAY-2002	Xeta Technologies, Inc.
68.	IOWA TELECOM	76048781	15-MAY-2000	2463818	26-JUN-2001	Windstream Iowa Communication s, LLC
69.	WINDSTREAM ENTERPRISES*	87722195	15-DEC-2017	Pending	Intent to Use	Windstream Services, LLC
70.	CONNECT. TRANSFORM. ELEVATE.*	87722249	15-DEC-2017	Pending	Intent to Use	Windstream Services, LLC
71.	PIVOT COMMUNICATION S*	87679626	10-NOV-2017	Pending	Intent to Use	Windstream Services, LLC
72.	PIVOT COMMUNICATION S (LOGO#1)*	87680254	10-NOV-2017	Pending	Intent to Use	Windstream Services, LLC
73.	PIVOT COMMUNICATION S (LOGO#2)*	87680287	10-NOV-2017	Pending	Intent to Use	Windstream Services, LLC
74.	BUSINESS AWARE	87717190	12-DEC-2017	Pending	Pending	Windstream Services, LLC
75.	WE (HORIZONTAL)*	87725044	18-DEC-2017	Pending	Intent to Use	Windstream Services, LLC

No.	U.S. Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
76.	WE (VERTICAL)*	87725065	18-DEC-2017	Pending	Intent to Use	Windstream Services, LLC