

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601324

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOB, LLC		09/21/2020	Limited Liability Company: ILLINOIS
Boston Retail Partners LLC		09/21/2020	Limited Liability Company: MASSACHUSETTS
Choice One Communications of Ohio Inc.		09/21/2020	Corporation: DELAWARE
McLeod USA Information Services LLC		09/21/2020	Limited Liability Company: DELAWARE
PAETEC iTel, L.L.C.		09/21/2020	Limited Liability Company: NORTH CAROLINA
US Xchange of Wisconsin, L.L.C.		09/21/2020	Limited Liability Company: DELAWARE
Windstream Enterprise Holdings, LLC		09/21/2020	Limited Liability Company: DELAWARE
Windstream Intellectual Property Services, LLC		09/21/2020	Limited Liability Company: DELAWARE
Windstream Iowa Communications, LLC		09/21/2020	Limited Liability Company: DELAWARE
Windstream Services II, LLC		09/21/2020	Limited Liability Company: DELAWARE
XETA Technologies, Inc.		09/21/2020	Corporation: OKLAHOMA

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Bank: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3488049	BOB
Registration Number:	3443261	BUSINESS ONLY BROADBAND
Registration Number:	5332782	BOSTON RETAIL PARTNERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5166336	BRP
Registration Number:	2268375	MEGAPOP
Registration Number:	2494916	BROADVIEW NETWORKS
Registration Number:	2828186	BROADVIEWNET.COM
Registration Number:	2157659	CONNECTIONS ETC.
Registration Number:	2463818	IOWA TELECOM
Registration Number:	5557123	CONNECT. TRANSFORM. ELEVATE.
Registration Number:	5987799	KINETIC
Registration Number:	4993941	KINETIC
Registration Number:	4994299	KINETIC TV
Registration Number:	5401411	SDNOW
Registration Number:	5776551	WE
Registration Number:	5776552	WE
Registration Number:	3390047	WINDSTREAM
Registration Number:	3390048	WINDSTREAM
Registration Number:	3357666	WINDSTREAM
Registration Number:	3327493	WINDSTREAM
Registration Number:	3390070	WINDSTREAM W
Registration Number:	5557122	WINDSTREAM ENTERPRISE
Registration Number:	2307280	VIRTUAL XL
Registration Number:	1503697	XETA
Registration Number:	2573060	XETA TECHNOLOGIES
Serial Number:	90134003	
Serial Number:	90133983	
Serial Number:	88874190	HOME EXEC PACK
Serial Number:	88874187	PRO PACK

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

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: 1273429 TM P

NAME OF SUBMITTER: Karen S. Cottrell

SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	10/06/2020
Total Attachments: 18 source=P TSA - WT#page3.tif source=P TSA - WT#page4.tif source=P TSA - WT#page5.tif source=P TSA - WT#page6.tif source=P TSA - WT#page7.tif source=P TSA - WT#page8.tif source=P TSA - WT#page9.tif source=P TSA - WT#page10.tif source=P TSA - WT#page11.tif source=P TSA - WT#page12.tif source=P TSA - WT#page13.tif source=P TSA - WT#page14.tif source=P TSA - WT#page15.tif source=P TSA - WT#page16.tif source=P TSA - WT#page17.tif source=P TSA - WT#page18.tif source=P TSA - WT#page19.tif source=P TSA - WT#page20.tif	

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, BOB, LLC, an Illinois limited liability company, BOSTON RETAIL PARTNERS LLC, a Massachusetts limited liability company, CHOICE ONE COMMUNICATIONS OF OHIO INC., a Delaware corporation, MCLEODUSA INFORMATION SERVICES LLC, a Delaware limited liability company, PAETEC ITEL, L.L.C., a North Carolina limited liability company, US XCHANGE OF WISCONSIN L.L.C., a Delaware limited liability company, WINDSTREAM ENTERPRISE HOLDINGS, LLC, a Delaware limited liability company, WINDSTREAM INTELLECTUAL PROPERTY SERVICES, LLC, a Delaware limited liability company, WINDSTREAM IOWA COMMUNICATIONS, LLC, a Delaware limited liability company, WINDSTREAM SERVICES II, LLC, a Delaware limited liability company and XETA TECHNOLOGIES, INC., an Oklahoma corporation (each herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below), as applicable;

WHEREAS, Windstream Services II, LLC (the “**Company**”) has entered into that certain Indenture, dated as of August 25, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, including by the First Supplemental Indenture, dated as of the date hereof, the “**Indenture**”), among the Company and the Co-Issuer, as issuers, the Guarantors party thereto, and Wilmington Trust, National Association, as trustee and as notes collateral agent (in such capacity, the “**Collateral Agent**”), relating to the issuance of the Issuers’ 7.750% senior first lien notes due 2028 (the “**Notes**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Company, the Co-Issuer, the Guarantors party thereto and the Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), each 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 Grantor, including all right, title and interest of such 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 Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of such 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 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, as applicable;
- (ii) each Trademark License to which such 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, as applicable; and
- (iii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

Each Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of such 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 grant of power to the Grantee under Section 15 of the Security Agreement shall not impose an obligation on the Grantee to exercise such powers.

The foregoing security interest has been granted under the Security Agreement. Each 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.

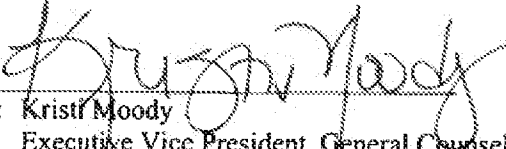
Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of each Grantor, as applicable, without recourse, representation or warranty by the Grantee, execute and deliver to such Grantor such documents prepared by or on behalf of such Grantor, and take such other actions, as such Grantor shall reasonably request in writing to evidence the termination of the security interests granted hereby.

Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as the Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Grantee shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Indenture, including without limitation those set forth in Sections 7.7 and 12.7 of the Indenture, as if such rights, privileges, immunities and indemnities were expressly 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.

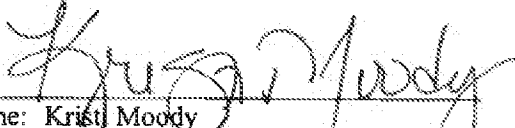
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September, 2020.

BOB, LLC

By: 
Name: Kristi Moody
Title: Executive Vice President, General Counsel and
Corporate Secretary

[Signature Page to Trademark Security Agreement]

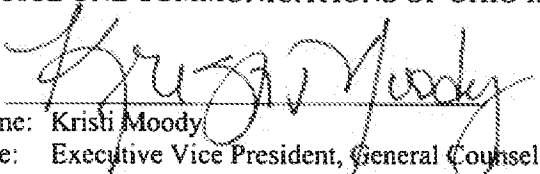
BOSTON RETAIL PARTNERS LLC

By: 
Name: Kristi Moody
Title: Executive Vice President, General Counsel and
Corporate Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007071 FRAME: 0305

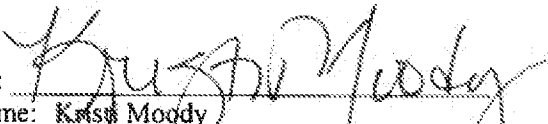
CHOICE ONE COMMUNICATIONS OF OHIO INC.

By: 
Name: Kristi Moody
Title: Executive Vice President, General Counsel and
Corporate Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007071 FRAME: 0306

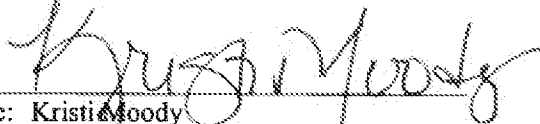
MCLEOD USA INFORMATION SERVICES LLC

By: 
Name: Krista Moody
Title: Executive Vice President, General Counsel and
Corporate Secretary

[Signature Page to Trademark Security Agreement]

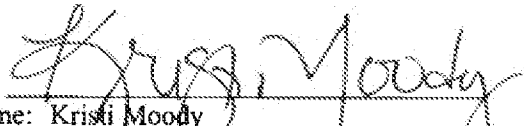
TRADEMARK
REEL: 007071 FRAME: 0307

PAETEC ITEL, L.L.C.

By: 
Name: Kristi Moody
Title: Executive Vice President, General Counsel and
Corporate Secretary

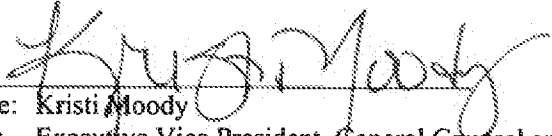
[Signature Page to Trademark Security Agreement]

US XCHANGE OF WISCONSIN, L.L.C.

By: 
Name: Kristi Moody
Title: Executive Vice President, General Counsel and
Corporate Secretary

[Signature Page to Trademark Security Agreement]

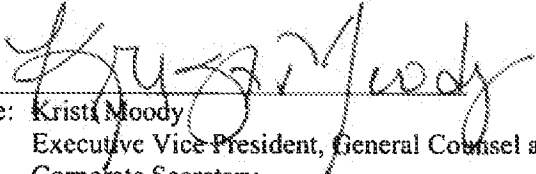
WINDSTREAM ENTERPRISE HOLDINGS, LLC

By: 
Name: Kristi Moody
Title: Executive Vice President, General Counsel and
Corporate Secretary

[Signature Page to Trademark Security Agreement]

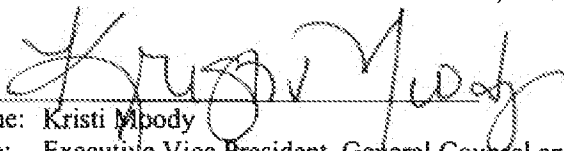
TRADEMARK
REEL: 007071 FRAME: 0310

WINDSTREAM INTELLECTUAL PROPERTY
SERVICES, LLC

By: 
Name: Kristi Moody
Title: Executive Vice President, General Counsel and
Corporate Secretary

[Signature Page to Trademark Security Agreement]

WINDSTREAM IOWA COMMUNICATIONS, LLC

By: 
Name: Kristi Mbody
Title: Executive Vice President, General Counsel and
Corporate Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007071 FRAME: 0312

WINDSTREAM SERVICES II, LLC

By: 

Name: Kristi Moody

Title: Executive Vice President, General Counsel and
Corporate Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007071 FRAME: 0313

XETA TECHNOLOGIES, INC.

By: 

Name: Kristi Moody

Title: Executive Vice President, General Counsel and
Corporate Secretary

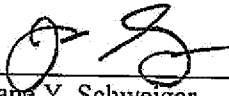
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007071 FRAME: 0314

Acknowledged:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____


Name: Jane Y. Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007071 FRAME: 0315

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Co Disc I Acti ve	Mark	Jurisdic tion	Serial No. / Filing Date	Registrat ion No. / Registrat ion Date	Status	Current Owner of Record	Grantor
	BOB	U.S. Federal	77/371 021 14-Jan- 2008	3488049 19-Aug- 2008	Registere d	BOB, LLC	BOB, LLC
	BUSINESS ONLY BROADBAND	U.S. Federal	77/371 109 14-Jan- 2008	3443261 03-Jun- 2008	Registere d Suppleme ntal Register	BOB, LLC	BOB, LLC
	BOSTON RETAIL PARTNERS	U.S. Federal	87/143 053 18- Aug- 2016	5332782 14-Nov- 2017	Registere d	Boston Retail Partners LLC	Boston Retail Partners LLC
	BRP	U.S. Federal	87/143 037 18- Aug- 2016	5166336 21-Mar- 2017	Registere d	Boston Retail Partners LLC	Boston Retail Partners LLC
	EARTHLINK BUSINESS	U.S. State - Ohio		3984635 24-Jan- 2017	Registere d	Choice One Communicat ions of Ohio Inc.	Choice One Communicat ions of Ohio Inc.
	SPLITROCK SERVICES, INC.	U.S. State - Nebraska		10019505 11-Dec- 2020	Registere d	McLeod Information Services, Inc.	McLeod USA Information Services LLC
X	MEGAPOP	U.S. Federal	75/394 498 21- Nov- 1997	2268375 10-Aug- 1999	Registere d	PAETEC iTel, L.L.C.	PAETEC iTel, L.L.C.

Co Disc I Acti ve	Mark	Jurisdict ion	Serial No. / Filing Date	Registrat ion No. / Registrat ion Date	Status	Current Owner of Record	Grantor
	EARTHLINK BUSINESS	State of Wisconsin	—	20115102 154 25-May- 2011	Registere d	US Xchange of Wisconsin L.L.C.	US Xchange of Wisconsin L.L.C.
	BROADVIEW NETWORKS	U.S. Federal	75/785 828 26- Aug- 1999	2494916 02-Oct- 2001	Registere d	Windstream BV Holdings, LLC	Windstream Enterprise Holdings, LLC
	BROADVIEWNE T.COM	U.S. Federal	76/045 273 10- May- 2000	2828186 30-Mar- 2004	Registere d	Windstream BV Holdings, LLC	Windstream Enterprise Holdings, LLC.
X	WIN Logo (Design Only)	U.S. Federal	901340 03		Pending	Windstream Intellectual Property Services, LLC	Windstream Intellectual Property Services, LLC
X	WIN Logo (Design Only)	U.S. Federal	901339 83 24- Aug- 2020		Pending	Windstream Intellectual Property Services, LLC	Windstream Intellectual Property Services, LLC
X	CONNECTIONS ETC.	U.S. Federal		2157659 12-May- 1998	Registere d	Lakedale Communicat ions, LLC)	Windstream Iowa Communicat ions, LLC
X	IOWA TELECOM	U.S. Federal	76/048 781 15- May- 2000	2463818 26-Jun- 2001	Registere d	Windstream Iowa Communicat ions, Inc.	Windstream Iowa Communicat ions, LLC
	CONNECT. TRANSFORM. ELEVATE.	U.S. Federal	87/722 249 15- Dec- 2017	5557123 04-Sep- 2018	Registere d	Windstream Services, LLC	Windstream Services II, LLC

Co Disc I Acti ve	Mark	Jurisdict ion	Serial No. / Filing Date	Registrat ion No. / Registrat ion Date	Status	Current Owner of Record	Grantor
X	HOME EXEC PACK	U.S. Federal	888741 90 16-Apr- 2020		Pending ITU	Windstream Services, LLC	Windstream Services II, LLC
X	KINETIC	U.S. Federal	88/278 791 28-Jan- 2019	5987799 18-Feb- 2020	Registere d	Windstream Services, LLC	Windstream Services II, LLC
X	KINETIC	U.S. Federal	86/371 628 20- Aug- 2014	4993941 05-Jul- 2016	Registere d	Windstream Services, LLC	Windstream Services II, LLC
X	KINETIC TV	U.S. Federal	86/574 456 24- Mar- 2015	4994299 05-Jul- 2016	Registere d	Windstream Services, LLC	Windstream Services II, LLC
X	PRO PACK	U.S. Federal	888741 87 16-Apr- 2020		Pending ITU	Windstream Services, LLC	Windstream Services II, LLC
X	SDNOW	U.S. Federal	87/541 376 25-Jul- 2017	5401411 13-Feb- 2018	Registere d	Windstream Services, LLC	Windstream Services II, LLC
X	WE (STYLIZED)	U.S. Federal	87/725 044 13- Dec- 2017	5776551 11-Jun- 2019	Registere d	Windstream Services, LLC	Windstream Services II, LLC
X	WE (STYLIZED)	U.S. Federal	87/725 065 18- Dec- 2017	5776552 11-Jun- 2019	Registere d	Windstream Services, LLC	Windstream Services II, LLC
X	WINDSTREAM	U.S. Federal	78/834 510 10- Mar- 2006	3390047 26-Feb- 2008	Registere d	Windstream Services, LLC	Windstream Services II, LLC

Co Disc I Acti ve	Mark	Jurisdict ion	Serial No. / Filing Date	Registrat ion No. / Registrat ion Date	Status	Current Owner of Record	Grantor
X	WINDSTREAM	U.S. Federal	78/834 516 10- Mar- 2006	3390048 26-Feb- 2008	Registere d	Windstream Services, LLC	Windstream Services II, LLC
X	WINDSTREAM	U.S. Federal	78/834 519 10- Mar- 2006	3357666 18-Dec- 2007	Registere d	Windstream Services, LLC	Windstream Services II, LLC
X	WINDSTREAM	U.S. Federal	78/834 521 10- Mar- 2006	3327493 30-Oct- 2007	Registere d	Windstream Services, LLC	Windstream Services II, LLC
X	WINDSTREAM AND W DESIGN	U.S. Federal	78/854 981 05-Apr- 2006	3390070 26-Feb- 2008	Registere d	Windstream Services, LLC	Windstream Services II, LLC
	WINDSTREAM ENTERPRISE	U.S. Federal	87/722 195 15- Dec- 2017	5557122 04-Sep- 2018	Registere d	Windstream Services, LLC	Windstream Services II, LLC
	VIRTUAL XL	U.S. Federal	75/552 549 14-Sep- 1998	2307280 11-Jan- 2000	Registere d	XETA Technologie s, Inc.	XETA Technologie s, Inc.
	XETA	U.S. Federal	73/700 037 10- Dec- 1987	1503697 13-Sep- 1988	Registere d	XETA Technologie s, Inc.	XETA Technologie s, Inc.
	XETA TECHNOLOGIES	U.S. Federal	76/116 778 24- Aug- 2000	2573060 28-May- 2002	Registere d	XETA Technologie s, Inc.	XETA Technologie s, Inc.

TRADEMARK LICENSES

None.