TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM362996

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clear Link Technologies, LLC		11/17/2015	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Agent	
Street Address:	500 West Monroe Street	
City: Chicago		
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark		
Registration Number:	4271859	BROADBANDEXPERT		

CORRESPONDENCE DATA

2149813400 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: 214-981-3483 dclark@sidley.com Email: **Correspondent Name:** Dusan Clark, Esq. Sidley Austin LLP Address Line 1:

Address Line 2: 2001 Ross Avenue, Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	51339-30140	
NAME OF SUBMITTER:	Dusan Clark	
SIGNATURE:	/Dusan Clark/	
DATE SIGNED:	11/19/2015	

Total Attachments: 5

source=Clear Link Executed Borrower Trademark Security Agreement (Nov 2015)#page1.tif source=Clear Link_ Executed Borrower Trademark Security Agreement (Nov 2015)#page2.tif source=Clear Link Executed Borrower Trademark Security Agreement (Nov 2015)#page3.tif

source=Clear Link_ Executed Borrower Trademark Security Agreement (Nov 2015)#page4.tif source=Clear Link_ Executed Borrower Trademark Security Agreement (Nov 2015)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2015 is made by Clear Link Technologies, LLC ("<u>Grantor</u>"), in favor of Antares Capital LP ("<u>Antares Capital</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 28, 2012, (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Joinder dated as of February 6th, 2014 (the "<u>Joinder</u>") to the Guaranty and Security Agreement of dated as of December 28, 2012 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Guaranty and Security Agreement</u>"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, by virtue of the Joinder, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

- <u>Section 1.</u> <u>Defined Terms.</u> Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;

- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Joinder and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Joinder and the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable</u>. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CLEAR LINK TECHNOLOGIES, LLC, as Grantor

By:

Name: Ben Henderson Title: President

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL LP as Agent

By:

Name:

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CLEAR LINK TECHNOLOGIES, LLC, as Grantor

By:

Title: President

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL LP

7 9

Name: Colin W. Torrance

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Owner	Mark	Serial No.	Reg. No.	Date Filed	Date Reg.
Clear Link	BROADBAND EXPERT	85629680	4271859	May 18, 2012	Jan 8, 2013
Technologies,	(Standard Character Mark)				
LLC					

RECORDED: 11/19/2015