

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373979

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Patent, Trademark and License Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ECHOSAT, INC.		02/09/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK		
<b>Street Address:</b>	8235 Forsyth Boulevard, 10" Floor		
<b>Internal Address:</b>	Attention: Mary Ann Lemonds, Vice President		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	banking corporation: OHIO		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4615802	SMARTLINK	
<b>Registration Number:</b>	4679661	SMARTLINK	
<b>Registration Number:</b>	3759656	SPG	
<b>Registration Number:</b>	1931330	ECHOSAT	
<b>Registration Number:</b>	3956344		
<b>Registration Number:</b>	3773850	SECURE PAYMENT GATEWAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>			
<b>Phone:</b>	314-552-6000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Jennifer A. Visintine		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 2:</b>	Thompson Coburn LLP		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	18957-152325		
<b>NAME OF SUBMITTER:</b>	Jennifer A. Visintine		
<b>SIGNATURE:</b>	/jennifer a. visintine/		

CH \$165.00 4615802

<b>DATE SIGNED:</b>	02/22/2016
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**Total Attachments: 12**  
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## PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "*Agreement*") is made and entered into as of February 9, 2016, by ECHOSAT, INC., a Delaware corporation ("*Debtor*"), in favor of FIFTH THIRD BANK, an Ohio banking corporation ("*Secured Party*"); and has reference to the following facts and circumstances:

A. Debtor and Secured Party are entering into to the Loan Agreement dated as of the date hereof (as the same may from time to time be amended, modified, extended, renewed or restated, the "*Loan Agreement*"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement).

B. As a condition precedent to Secured Party entering into the Loan Agreement, Secured Party has required that Debtor execute and deliver this Agreement to Secured Party.

C. In order to induce Secured Party to enter into the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Secured Party.

D. This Agreement is being executed in connection with and in addition to the Security Agreement under which Debtor has granted to Secured Party a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill, patents and trademarks now owned or hereafter acquired by Debtor and all proceeds thereof.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Secured Party as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants to Secured Party a security interest in and lien on, all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (other than "Excluded Property" as defined in the Security Agreement):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "*Patents*");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "*Trademarks*");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other party, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "*Licenses*");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations and (ii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by Secured Party upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing Secured Party in connection with any bankruptcy or insolvency proceedings (hereinafter collectively referred to "**Secured Obligations**").

Notwithstanding the foregoing paragraph the Secured Obligations of Debtor shall not include any Excluded Swap Obligation at any time Debtor is not a Qualified Eligible Contract Participant. Debtor shall be a "**Qualified Eligible Contract Participant**" if Debtor: (i) has total assets exceeding \$10,000,000 at the time the applicable Swap Contract is entered into and is to become secured hereunder or (ii) thereafter otherwise becomes an "eligible contract participant" as defined in the Commodity Exchange Act (7 U.S.C. §1 et. seq., as amended from time to time) and the regulations promulgated from time to time thereunder.

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Secured Party, and covenants and agrees with Secured Party, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and to the knowledge of Debtor are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Debtor in the Loan Agreement);

(b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) except as specifically disclosed in the Loan Agreement, to the best of Debtor's knowledge, (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks, which, in any case, could reasonably be expected to have a Material Adverse Effect;

(d) except as specifically disclosed in the Loan Agreement, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons, excluding only the security interest granted to Secured Party and Permitted Liens;

(e) Debtor has the unqualified right to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement, other than Permitted Liens; and

(h) except as specifically disclosed in the Loan Agreement, Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses which, in any case, could reasonably be expected to have a Material Adverse Effect.

3. Inspection Rights; Product Quality. Subject to Section 5.01(c) of the Loan Agreement, Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by Secured Party and only while any Default or Event of Default under the Loan Agreement has occurred and is continuing, during normal business hours and at other reasonable times. Subject to Sections 2.08(c) and 5.01(c) of the Loan Agreement, Debtor will promptly reimburse Secured Party for all costs and expenses incurred by Secured Party in connection with any such inspection conducted by Secured Party. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide Secured Party, upon Secured Party's request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the foregoing.

4. Further Assurances. Debtor agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) Secured Party shall have no further commitments or obligations to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of any of the Borrowers under the Loan Agreement, any other Transaction Document or otherwise, (iii) no Letters of Credit shall be outstanding (or such Letters of Credit shall have been Cash Collateralized or back-stopped in a manner acceptable to Secured Party) and (iv) the Loan Agreement has expired or been terminated in accordance with its terms, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Loan Agreement, without the prior written consent of Secured Party, and Debtor agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Secured Party under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary, or that Secured Party may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Secured Party to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Debtor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed Secured Party, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof within ninety (90) days of such event.

6. Modification by Secured Party. Debtor authorizes Secured Party to modify this Agreement by amending Schedules A, B, C, D and E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products or services sold by Debtor, for Debtor's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be mailed to Debtor at its last known address at least ten (10) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice

of such sale or other disposition. At any such sale or other disposition, Secured Party or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Secured Party of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Secured Party to Debtor. If an Event of Default shall occur and be continuing, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself, Secured Party, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Agreement. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Debtor and/or any other Borrower shall pay all of the Secured Obligations in full, (ii) Secured Party shall have no further commitments or obligations to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of any of the Borrowers under the Loan Agreement, any other Transaction Document or otherwise, (iii) no Letters of Credit are outstanding (or such Letters of Credit shall have been Cash Collateralized or back-stopped in a manner acceptable to Secured Party) and (iv) the Loan Agreement shall have expired or have been terminated in accordance with its terms, this Agreement shall terminate and Secured Party shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish Secured Party's security interest therein, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

10. Expenses. Any and all reasonable, documented, out-of-pocket fees, costs and expenses of whatever kind or nature, including, without limitation, the documented, out-of-pocket reasonable attorneys' fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall constitute a part of the Secured Obligations and shall be borne and paid by Debtor on demand by Secured Party.

11. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (i) to file and prosecute diligently any material patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable, material inventions and on material trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the material Patents, Trademarks and Licenses, as commercially reasonable. Any reasonable, documented, out-of-pocket expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Secured Party Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only

such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and Secured Party, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign or otherwise transfer any of its rights or delegate any of its rights of obligations under this Agreement. Any assignment or other transfer of Lender's rights, obligations and duties hereunder shall be subject to Section 7.12 of the Loan Agreement.

17. Notices. All notices hereunder shall be in writing (including facsimile transmission) and shall be sent to the applicable party at its address shown on the signature pages hereto or at such other address as such party may, by written notice received by the other parties, have designated as its address for such purpose. Secured Party and Debtor may agree to accept notices and other communications hereunder by electronic communications from time to time. Notices sent by facsimile transmission shall be deemed to have been given when sent; notices sent by mail shall be deemed to have been given three Business Days after the date when sent by registered or certified mail, postage prepaid; notice sent by electronic communications via email shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "returned receipt requested" function, as available, return e-mail or other written acknowledgment); and notices sent by hand delivery or overnight courier service shall be deemed to have been given when received.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

Debtor executed this Agreement as of the day and year first above written.

*[Remainder of Page Intentionally Left Blank, Signature Page Follows]*

**SIGNATURE PAGE-  
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

Debtor:

ECHOSAT, INC.

By: 

Name: ELIZABETH R. BOROW

Title: VICE PRESIDENT

Address:

250 W. Main Street, Suite 3100

Lexington, Kentucky 40507

Attention: DAVID STROMQUIST

(859) \_\_\_\_\_ (FAX)

E-Mail: DSTROMQUIST@ECHOSAT.COM

With copy to:

Thompson Street Capital Partners

120 S. Central Avenue, Suite 600

Clayton, Missouri 63105

Attention: ELIZABETH R. BOROW

(314) 727-2118 (FAX)

E-Mail: EBOROW@TSCP.COM

Accepted by and agreed to as of February \_\_, 2016:

Secured Party:

FIFTH THIRD BANK

By \_\_\_\_\_

Name: Mary Ann Lemonds

Title: Vice President

Address:

Fifth Third Bank

8235 Forsyth Boulevard, 10<sup>th</sup> Floor

Clayton, Missouri 63105

Attention: Mary Ann Lemonds, Vice President

(314) 889-3377 (FAX)

maryann.lemonds@53.com

6299703

**TRADEMARK  
REEL: 005736 FRAME: 0457**



SIGNATURE PAGE-  
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

Debtor:

ECHOSAT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

250 W. Main Street, Suite 3100

Lexington, Kentucky 40507

Attention: \_\_\_\_\_

(859) \_\_\_\_\_ (FAX)

[email address]

With copy to:

Thompson Street Capital Partners

120 S. Central Avenue, Suite 600

Clayton, Missouri 63105

Attention: \_\_\_\_\_

(314) 727-2118 (FAX)

[email address]

Accepted by and agreed to as of February 9, 2016:

Secured Party:

FIFTH THIRD BANK

By: Mary Ann Lemonds

Name: Mary Ann Lemonds

Title: Vice President

Address:

Fifth Third Bank

8235 Forsyth Boulevard, 10<sup>th</sup> Floor

Clayton, Missouri 63105

Attention: Mary Ann Lemonds, Vice President

(314) 889-3377 (FAX)

maryann.lemonds@53.com

6299703

**TRADEMARK**  
**REEL: 005736 FRAME: 0458**

SCHEDULE A

United States Patents

None.

SCHEDULE B


United States Patent Applications

None.

SCHEDULE C

United States Federal and State Trademarks

Trademarks:

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
SMARTLINK	85707753	August, 20, 2012	4615802	October 7, 2014	Registered
SMARTLINK	86081060	October 2, 2013	4679661	January 27, 2015	Registered
SPG	[•]	[•]	3759656	March 16, 2010	Registered
ECHOSAT	[•]	[•]	1931330	September 17, 2005	Registered and renewed
	[•]	[•]	3956344	May 10, 2011	Registered
SECURE PAYMENT GATEWAY	[•]	[•]	3772850	April 13, 2010	Registered Section 2(F)
Spidercell name	N/A	N/A	N/A	N/A	N/A <sup>1</sup>

Domain Names

EchoSat.com  
EchoSat.info  
EchoSat.net  
EchoSat.org  
spgnow.com  
spgnow.net  
spgnow.org  
paysafespg.com

<sup>1</sup> Seller claims common law trademark ownership; use shown at [www.spgnow.com/solutions/spidercell-wireless/](http://www.spgnow.com/solutions/spidercell-wireless/)

SCHEDULE D

United States Trademark Applications

None.

SCHEDULE E

Licenses

Zeus Riverbed Load Balancing Software  
EchoSat/3321821 TM Base 10033884  
EchoSat/3321821 TM Base 10033885  
EchoSat/3321821 TM Base 10033886  
EchoSat/3321821 TM Base 10033887  
EchoSat/3321821 TM Base 10033888