

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Go Wireless, Inc.		10/12/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as administrative agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4350107	WIRELESS TO GO	
Serial Number:	87041586	GOWIRELESS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6124926842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	10/12/2016		
Total Attachments: 5			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (“Agreement”), is made effective as of October 12, 2016, by and from GO WIRELESS, INC., a Nevada corporation (the “Grantor”), in favor of U.S. BANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantor, the lenders from time to time parties thereto (the “Lenders”), and the Administrative Agent entered into a Credit Agreement, dated as of April 14, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor entered into a Guaranty and Security Agreement, dated as of April 14, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor executed and delivered to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, a Trademark Security Agreement executed April 14, 2016, which was recorded with the United States Patent and Trademark Office on April 15, 2016, at Reel 5772, Frame 0301 (as the same may be further amended, restated, supplemented, or otherwise modified from time to time the “Existing Trademark Security Agreement”);

WHEREAS, in addition to the trademarks described in the Existing Trademark Security Agreement, the Grantor owns the Trademarks (as defined below) referred to on Exhibit A attached hereto;

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Agreement; and

WHEREAS, this Agreement supplements and does not replace the Existing Trademark Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest. The 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 the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Exhibit A 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.

3) Trademark Applications. Notwithstanding the immediately preceding Section 2, this Agreement will not relate to or affect Grantor’s trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

4) The Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

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IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Trademark Security Agreement effective as of the date first written above.

GRANTOR:

GO WIRELESS, INC.

By:  _____

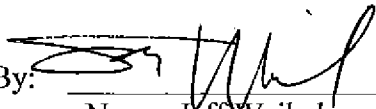
Name: Paul L. Huether

Title: Executive Vice President and Chief
Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

U. S. BANK NATIONAL ASSOCIATION

By: 
Name: Jeff Waibel
Title: Vice President

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Status	Serial No.	Reg. No.	Reg. Date/Filing Date
WIRELESS TO GO	REGISTERED	85758487	4350107	11-JUN-2013
GOWIRELESS	APPLICATION	87041586		18-MAY-2016