

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM408944

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PEERLESS NETWORK, INC.		12/13/2016	Corporation: DELAWARE
Airus, Inc.		12/13/2016	Corporation:
Airus Cloud Communications, LLC		12/13/2016	Limited Liability Company:
Airus Virginia, Inc.		12/13/2016	Corporation:
Peerless Atlanta Data Center, LLC		12/13/2016	Limited Liability Company:
Peerless Chicago Datacenter, LLC		12/13/2016	Limited Liability Company:
Peerless Enterprise Cloud Services, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Alabama, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Arizona, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Arkansas, LLC		12/13/2016	Limited Liability Company:
Peerless Network of California, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Colorado, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Connecticut, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Delaware, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Florida, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Georgia, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Hawaii, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Idaho, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Illinois, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Indiana,		12/13/2016	Limited Liability Company:

TRADEMARK

Name	Formerly	Execution Date	Entity Type
LLC			
Peerless Network of Iowa, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Kansas, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Kentucky, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Louisiana, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Maine, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Maryland, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Massachusetts, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Michigan, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Minnesota, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Mississippi, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Missouri, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Montana, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Nebraska, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Nevada, LLC		12/13/2016	Limited Liability Company:
Peerless Network of New Hampshire, LLC		12/13/2016	Limited Liability Company:
Peerless Network of New Jersey, Limited Liability Company		12/13/2016	Limited Liability Company:
Peerless Network of New Mexico, LLC		12/13/2016	Limited Liability Company:
Peerless Network of New York, LLC		12/13/2016	Limited Liability Company:
Peerless Network of North Carolina, LLC		12/13/2016	Limited Liability Company:
Peerless Network of North Dakota, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Ohio, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Oklahoma, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Oregon, LLC		12/13/2016	Limited Liability Company:
TRADEMARK			

Name	Formerly	Execution Date	Entity Type
Peerless Network of Pennsylvania, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Rhode Island, LLC		12/13/2016	Limited Liability Company:
Peerless Network of South Carolina, LLC		12/13/2016	Limited Liability Company:
Peerless Network of South Dakota, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Tennessee, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Texas, LLC		12/13/2016	Limited Liability Company:
Peerless Network of the District of Columbia, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Utah, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Vermont, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Virginia, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Washington, LLC		12/13/2016	Limited Liability Company:
Peerless Network of West Virginia, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Wisconsin, LLC		12/13/2016	Limited Liability Company:
Peerless Network of Wyoming, LLC		12/13/2016	Limited Liability Company:
Peerless Network Real Estate Holdings, LLC		12/13/2016	Limited Liability Company:
Wavenation, LLC		12/13/2016	Limited Liability Company:
PEERLESS NETWORK HOLDINGS, INC.		12/13/2016	Corporation:

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	87219823	PEERLESS NETWORK
Serial Number:	77169096	PEERLESS NETWORK
Serial Number:	85913671	SIMPLIFYING HOW NETWORKS, DEVICES AND PE
Serial Number:	86458577	WAVENATION

CORRESPONDENCE DATA

Fax Number: 3124996701

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.

Email: ahesla@duanemorris.com

Correspondent Name: BRIAN KERWIN

Address Line 1: 190 S. LASALLE ST., STE 3700

Address Line 2: DUANE MORRIS LLP

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	F9311-00008
NAME OF SUBMITTER:	Brian Kerwin
SIGNATURE:	/s/ Brian Kerwin
DATE SIGNED:	12/14/2016

Total Attachments: 10

source=Executed Trademark Security Agreement (Peerless)#page1.tif
source=Executed Trademark Security Agreement (Peerless)#page2.tif
source=Executed Trademark Security Agreement (Peerless)#page3.tif
source=Executed Trademark Security Agreement (Peerless)#page4.tif
source=Executed Trademark Security Agreement (Peerless)#page5.tif
source=Executed Trademark Security Agreement (Peerless)#page6.tif
source=Executed Trademark Security Agreement (Peerless)#page7.tif
source=Executed Trademark Security Agreement (Peerless)#page8.tif
source=Executed Trademark Security Agreement (Peerless)#page9.tif
source=Executed Trademark Security Agreement (Peerless)#page10.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each a “Grantor”) for the benefit of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company (“Monroe”), in its capacity as collateral agent (“Collateral Agent”) for Administrative Agent and the Lenders in connection with a Guaranty and Collateral Agreement dated as of December 13, 2016, among Grantors party thereto, Guarantors party thereto, Collateral Agent and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Collateral Agent, for Administrative Agent and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Collateral Agent, for Administrative Agent and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Collateral Agent, for Administrative Agent and the ratable benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark (as defined below), including, without limitation, each Trademark referred to in Schedule 1 (the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent and Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

“Trademarks” means, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, service mark registrations, service mark applications, logos, brand names, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications for which a statement of use has not been filed, but only until such statement is filed and has been accepted); (b) all renewals or extensions thereof and the right to obtain all renewals and extensions thereof; (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and (d) the right to sue for past, present and future infringements thereof.

A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

PEERLESS NETWORK, INC., a Delaware
corporation,
as a Grantor

By: _____


Douglass Lee
Secretary and Chief Financial Officer

AIRUS, INC., a Delaware corporation
AIRUS CLOUD COMMUNICATIONS, LLC, a Delaware limited liability company
AIRUS VIRGINIA, INC., a Virginia corporation
PEERLESS ATLANTA DATA CENTER, LLC, a Delaware limited liability company
PEERLESS CHICAGO DATACENTER, LLC, a Delaware limited liability company
PEERLESS ENTERPRISE CLOUD SERVICES, LLC, a Delaware limited liability company
PEERLESS NETWORK OF ALABAMA, LLC, an Alabama limited liability company
PEERLESS NETWORK OF ARIZONA, LLC, an Arizona limited liability company
PEERLESS NETWORK OF ARKANSAS, LLC, an Arkansas limited liability company
PEERLESS NETWORK OF CALIFORNIA, LLC, a California limited liability company
PEERLESS NETWORK OF COLORADO, LLC, a Colorado limited liability company
PEERLESS NETWORK OF CONNECTICUT, LLC, a Connecticut limited liability company
PEERLESS NETWORK OF DELAWARE, LLC, a Delaware limited liability company
PEERLESS NETWORK OF FLORIDA, LLC, a Florida limited liability company
PEERLESS NETWORK OF GEORGIA, LLC, a Georgia limited liability company
PEERLESS NETWORK OF HAWAII, LLC, a Hawaii limited liability company
PEERLESS NETWORK OF IDAHO, LLC, an Idaho limited liability company
PEERLESS NETWORK OF ILLINOIS, LLC, an Illinois limited liability company
PEERLESS NETWORK OF INDIANA, LLC, an Indiana limited liability company
PEERLESS NETWORK OF IOWA, LLC, an Iowa limited liability company
PEERLESS NETWORK OF KANSAS, LLC, a Kansas limited liability company
PEERLESS NETWORK OF KENTUCKY, LLC, a Kentucky limited liability company
PEERLESS NETWORK OF LOUISIANA, LLC, a Louisiana limited liability company
PEERLESS NETWORK OF MAINE, LLC, a Maine limited liability company
PEERLESS NETWORK OF MARYLAND, LLC, a Maryland limited liability company
PEERLESS NETWORK OF MASSACHUSETTS, LLC, a Massachusetts limited liability company
PEERLESS NETWORK OF MICHIGAN, LLC, a Michigan limited liability company
PEERLESS NETWORK OF MINNESOTA, LLC, a Minnesota limited liability company
PEERLESS NETWORK OF MISSISSIPPI, LLC, a Mississippi limited liability company
PEERLESS NETWORK OF MISSOURI, LLC, a Missouri limited liability company
PEERLESS NETWORK OF MONTANA, LLC, a Montana limited liability company
PEERLESS NETWORK OF NEBRASKA, LLC, a Nebraska limited liability company
PEERLESS NETWORK OF NEVADA, LLC, a Nevada limited liability company
PEERLESS NETWORK OF NEW HAMPSHIRE, LLC, a New Hampshire limited liability company
PEERLESS NETWORK OF NEW JERSEY, LIMITED LIABILITY COMPANY, a New Jersey limited liability company
PEERLESS NETWORK OF NEW MEXICO, LLC, a New Mexico limited liability company
PEERLESS NETWORK OF NEW YORK, LLC, a New York limited liability company
PEERLESS NETWORK OF NORTH CAROLINA, LLC, a North Carolina limited liability company

By: _____

Douglass Lee

Treasurer and Chief Financial Officer

*As Treasurer and Chief Financial Officer of each of the above
Grantors and, in such capacity, intending by this signature to
legally bind each of the above entities*

PEERLESS NETWORK OF NORTH DAKOTA, LLC, a North Dakota limited liability company
PEERLESS NETWORK OF OHIO, LLC, an Ohio limited liability company
PEERLESS NETWORK OF OKLAHOMA, LLC, an Oklahoma limited liability company
PEERLESS NETWORK OF OREGON, LLC, an Oregon limited liability company
PEERLESS NETWORK OF PENNSYLVANIA, LLC, a Pennsylvania limited liability company
PEERLESS NETWORK OF RHODE ISLAND, LLC, a Rhode Island limited liability company
PEERLESS NETWORK OF SOUTH CAROLINA, LLC, a South Carolina limited liability company
PEERLESS NETWORK OF SOUTH DAKOTA, LLC, a South Dakota limited liability company
PEERLESS NETWORK OF TENNESSEE, LLC, a Tennessee limited liability company
PEERLESS NETWORK OF TEXAS, LLC, a Texas limited liability company
PEERLESS NETWORK OF THE DISTRICT OF COLUMBIA, LLC, a District of Columbia limited liability company
PEERLESS NETWORK OF UTAH, LLC, a Utah limited liability company
PEERLESS NETWORK OF VERMONT, LLC, a Vermont limited liability company
PEERLESS NETWORK OF VIRGINIA, LLC, a Virginia limited liability company
PEERLESS NETWORK OF WASHINGTON, LLC, a Washington limited liability company
PEERLESS NETWORK OF WEST VIRGINIA, LLC, a West Virginia limited liability company
PEERLESS NETWORK OF WISCONSIN, LLC, a Wisconsin limited liability company
PEERLESS NETWORK OF WYOMING, LLC, a Wyoming limited liability company
PEERLESS NETWORK REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company
WAVENATION, LLC, a Colorado limited liability company

By: _____

Douglass Lee

Treasurer and Chief Financial Officer


*As Treasurer and Chief Financial Officer of each of the above
Grantors and, in such capacity, intending by this signature to
legally bind each of the above entities*

PEERLESS NETWORK HOLDINGS, INC., a
Delaware corporation, as a Grantor

By: 
Douglass Lee
Secretary and Chief Financial Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Collateral Agent


By: 
Gerry Burrows
Managing Director

SCHEDULE 1

Trademark Collateral

(See attached)

TRADEMARKS

Trademark	Status	Full Goods/Services
<u>PEERLESS NETWORK</u> <u>and Design</u>  SN: 87219823 Filed: October 28, 2016	Pending	(Int'l Class: 38) telecommunication services, namely, local and long distance transmission of voice, data, graphics by means of telephone, telegraphic, cable, and satellite transmissions; telecommunication access services; telecommunications gateway services; telecommunications reseller services, namely, providing long distance telecommunication services; telecommunications services, namely providing fiber optic network services; telecommunication services, namely, session initiated protocol (sip) trunking; transfer of data by telecommunications; transmission of information on optical telecommunication networks; communications via multinational telecommunication networks; data transmission and reception services via telecommunication means; high bit-rate data transmission services for telecommunication network operators; providing access to telecommunication networks; providing electronic telecommunication connections; providing third party users with access to telecommunication infrastructure; voice over internet protocol (voip) services
<u>PEERLESS NETWORK</u> RN: 3399296 Registered: March 18, 2008 SN: 77169096 Filed: April 30, 2007	Registered	(Int'l Class: 38) telecommunication services, namely, local and long distance transmission of voice, data, graphics by means of telephone, telegraphic, cable, and satellite transmissions; telecommunication access services; telecommunications gateway services; telecommunications reseller services, namely, providing long distance telecommunication services; telecommunications services, namely providing fiber optic network services; transfer of data by telecommunications; transmission of information on optical telecommunication networks; communications via multinational telecommunication networks; data transmission and reception services via telecommunication means; high bit-rate data transmission services for telecommunication network operators; providing access to telecommunication networks; providing electronic telecommunication connections; providing third party users with access to telecommunication infrastructure
<u>SIMPLIFYING HOW</u> <u>NETWORKS, DEVICES</u> <u>AND PEOPLE CONNECT</u> SN: 85913671	Allowed	(Int'l Class: 38) telecommunication services, namely, local and long distance transmission of voice, data, graphics by means of telephone, telegraphic, cable, and satellite transmissions; telecommunication

Filed: April 24, 2013		access services; telecommunications gateway services; telecommunications reseller services, namely, providing long distance telecommunication services; telecommunications services, namely providing fiber optic network services; transfer of data by telecommunications; transmission of information on optical telecommunication networks; communications via multinational telecommunication networks; data transmission and reception services via telecommunication means; high bit-rate data transmission services for telecommunication network operators; providing access to telecommunication networks; providing electronic telecommunication connections; providing third party users with access to telecommunication infrastructure
<u>WAVENATION</u> SN: 86458577 Filed: November 19, 2014	Allowed	(Int'l Class: 09) cellular phone usage detection system comprising a camera and a mobile phone signal receiving device; cellular phones; cellular telephone apparatuses; cellular telephones; digital cellular phones (Int'l Class: 38) cellular telephone communication; cellular telephone services; telecommunication services, namely, local and long distance transmission of voice, data, graphics and video by means of broadband optical or wireless networks; telecommunication services, namely, local and long distance transmission of voice, data, graphics and video by means of broadband, copper and optical or wireless networks; telecommunication services, namely, providing internet access via broadband optical or wireless networks; telecommunication services, namely, transmission of voice, data, graphics, images, audio and video by means of telecommunications networks, wireless communication networks, and the internet; telecommunication services, namely, transmission of voice, data, graphics, sound and video by means of broadband power line or wireless networks; telecommunication services, namely, wireless telephone services; telecommunications services, namely, wireless telephony and wireless broadband communications services for the transmission of voice and data; text and numeric wireless digital messaging services; wireless broadband communication services; wireless communications services, namely, transmission of graphics to mobile telephones; wireless digital messaging services; wireless pbx services; wireless telephone telecommunications services, namely, wireless mobile telephone calling plans; wireless voice mail services