

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418528

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPRINT COMMUNICATIONS COMPANY L.P.		02/03/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS
Street Address:	60 WALL STREET
Internal Address:	16TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	4475950	
Registration Number:	4538764	PINSIGHT MEDIA+
Registration Number:	4544255	PINSIGHT MEDIA+
Registration Number:	3959148	AIRAVE
Registration Number:	3693122	AIRAVE
Registration Number:	4935902	DIRECT 2 YOU
Registration Number:	4187890	EXPRESS FROM SPRINT
Registration Number:	4624979	FRAMILY
Registration Number:	4443657	
Registration Number:	4297716	
Registration Number:	3525717	
Registration Number:	4153124	
Registration Number:	4632037	HAPPY CONNECTING.
Registration Number:	4187598	
Registration Number:	4176072	
Registration Number:	4475949	MOBILE SMART. PEOPLE WISE.
Registration Number:	4133450	NOW

CH \$1390.00 4475950

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4116550	NOW NETWORK
Registration Number:	4876303	NOW NETWORK
Registration Number:	3596273	SIMPLY EVERYTHING
Registration Number:	1821721	SITERP
Registration Number:	1712259	SPRINT
Registration Number:	1839302	SPRINT
Registration Number:	1104943	SPRINT
Registration Number:	2273416	SPRINT
Registration Number:	2839194	SPRINT
Registration Number:	1573863	SPRINT
Registration Number:	4080301	SPRINT
Registration Number:	2907208	SPRINT
Registration Number:	2833134	SPRINT
Registration Number:	1640459	SPRINT
Registration Number:	4282285	SPRINT
Registration Number:	4443674	SPRINT
Registration Number:	3046207	SPRINT
Registration Number:	2836616	SPRINT
Serial Number:	87239265	SPRINT
Registration Number:	4408267	SPRINT
Registration Number:	4296149	SPRINT BUSINESS FREEDOM
Registration Number:	3042771	SPRINT CENTER
Registration Number:	4072007	SPRINT DRIVE FIRST
Registration Number:	4057695	SPRINT DRIVE FIRST
Registration Number:	4589296	SPRINT FLASH
Registration Number:	4143901	SPRINT GETS RUGGED
Serial Number:	86742875	SPRINT GODRIVE
Registration Number:	4556357	SPRINT GUARDIAN
Registration Number:	3042897	SPRINT IP DEFENDER
Registration Number:	4501856	SPRINT ONE UP
Registration Number:	4950797	SPRINT OPEN WORLD
Serial Number:	86165221	SPRINT PANORAMA
Registration Number:	3957280	SPRINT RE:SOURCE
Registration Number:	2249799	SPRINT RELAY
Registration Number:	3046214	SPRINT TV
Serial Number:	86067777	SPRINT WEGO
Registration Number:	3046189	SPRINTLINK
Registration Number:	3980582	

CORRESPONDENCE DATA**Fax Number:** 2124552502*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:** (212) 455-3605**Email:** ksolomon@stblaw.com**Correspondent Name:** GENEVIEVE DORMENT, ESQ.**Address Line 1:** SIMPSON THACHER & BARTLETT LLP**Address Line 2:** 425 LEXINGTON AVENUE**Address Line 4:** NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1490
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/gd/
DATE SIGNED:	03/06/2017

Total Attachments: 6

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GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of February 3, 2017 is made by SPRINT COMMUNICATIONS COMPANY L.P., a Delaware limited partnership (the “Grantor”), located at 6200 Sprint Parkway, Overland Park, KS 66251, in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Trustee (in such capacity, the “Collateral Trustee”) under the Collateral Trust Agreement, dated as of February 3, 2017 (the “Collateral Trust Agreement”), among, inter alia, Grantor, Sprint Communications, Inc., the Collateral Trustee and various Holder Representatives.

WITNESSETH:

WHEREAS, pursuant to various Secured Instruments certain Secured Parties have made extensions of credit and other accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Collateral Trust Agreement, the Grantor has executed and delivered a Security Agreement, dated as of February 3, 2017, in favor of the Collateral Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has (x) pledged and granted to the Collateral Trustee, for the benefit of the First Priority Secured Parties, a continuing security interest in all Intellectual Property, including its Trademarks and (y) pledged and granted to the Collateral Trustee, for the benefit of the Junior Priority Secured Parties, a continuing security interest in all Intellectual Property, including its Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Secured Parties to enter into their respective Secured Instruments and to induce the Secured Parties to make their respective extensions of credit or other accommodations to the Grantor thereunder, the Grantor hereby agrees with the Collateral Trustee, for the applicable ratable benefit of the First Priority Secured Parties and Junior Priority Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Trust Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest to First Priority Secured Parties. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks listed on Schedule A hereto (the “Collateral”), to the Collateral Trustee for the benefit of the First Priority Secured Parties to secure payment, performance and observance of the First Priority Secured Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Assets.

SECTION 3. Grant of Security Interest to Junior Priority Secured Parties. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor’s right, title and

interest in, to and under the Collateral to the Collateral Trustee for the benefit of the Junior Priority Secured Parties to secure payment, performance and observance of the Junior Priority Secured Obligations.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Trustee for the benefit of the First Priority Secured Parties and Junior Priority Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Trustee and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee and the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Trust Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPRINT COMMUNICATIONS COMPANY L.P.,
as Grantor

By:



Name: Janet M. Duncan

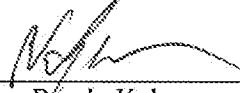
Title: Vice President and Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
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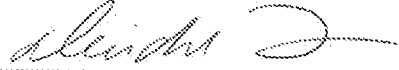
DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Trustee

By:



Name: Randy Kahn
Title: Vice President

By:



Name: Deirdre Lewis
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006002 FRAME: 0025

Schedule A

U.S. Trademark Registrations and Applications

OwnerName	TrademarkName	Status	AppNumber	RegNumber	FileDate	RegDate
Sprint Communications Company L.P.	PINSIGHT DESIGN	Registered	85742437	4475950	1-Oct-12	28-Jan-14
Sprint Communications Company L.P.	PINSIGHT MEDIA+	Registered	85742448	4538764	1-Oct-12	27-May-14
Sprint Communications Company L.P.	Pinsight Media+ & Design	Registered	85742424	4544255	1-Oct-12	3-Jun-14
Sprint Communications Company L.P.	AIRAVE	Registered	77938067	3959148	17-Feb-10	10-May-11
Sprint Communications Company L.P.	AIRAVE	Registered	77202450	3693122	11-Jun-07	6-Oct-09
Sprint Communications Company L.P.	DIRECT 2 YOU Design	Registered	86680919	4935902	1-Jul-15	12-Apr-16
Sprint Communications Company L.P.	EXPRESS FROM SPRINT	Registered	85355260	4187890	24-Jun-11	7-Aug-12
Sprint Communications Company L.P.	FRAMILY	Registered	86238664	4624979	1-Apr-14	21-Oct-14
Sprint Communications Company L.P.	GOING FORWARD DESIGN	Registered	85910653	4443657	22-Apr-13	3-Dec-13
Sprint Communications Company L.P.	GOING FORWARD DESIGN	Registered	85652340	4297716	14-Jun-12	5-Mar-13
Sprint Communications Company L.P.	GOING FORWARD DESIGN	Registered	78656375	3525717	22-Jun-05	28-Oct-08
Sprint Communications Company L.P.	GOING FORWARD DESIGN	Registered	85389522	4153124	4-Aug-11	5-Jun-12
Sprint Communications Company L.P.	Happy Connecting.	Registered	86234463	4632037	27-Mar-14	4-Nov-14
Sprint Communications Company L.P.	MAGNIFYING GLASS LOGO DESIGN*	Registered	85273197	4187598	22-Mar-11	7-Aug-12
Sprint Communications Company L.P.	Misc Design / Leaves & Telephone	Registered	77953386	4176072	8-Mar-10	17-Jul-12
Sprint Communications Company L.P.	MOBILE SMART. PEOPLE WISE.	Registered	85742434	4475949	1-Oct-12	28-Jan-14
Sprint Communications Company L.P.	NOW	Registered	75950935	4133450	10-Mar-00	1-May-12
Sprint Communications Company L.P.	Now Network	Registered	75955972	4116550	10-Mar-00	27-Mar-12
Sprint Communications Company L.P.	Now Network	Registered	77720810	4876303	21-Apr-09	29-Dec-15
Sprint Communications Company L.P.	SIMPLY EVERYTHING	Registered	77407075	3596273	27-Feb-08	24-Mar-09
Sprint Communications Company L.P.	SITERP (STYLIZED)	Registered	74-384144	1821721	29-Apr-93	15-Feb-94
Sprint Communications Company L.P.	SPRINT	Registered	74-186028	1712259	18-Jul-91	1-Sep-92
Sprint Communications Company L.P.	SPRINT	Registered	74428929	1839302	26-Aug-93	14-Jun-94
Sprint Communications Company L.P.	SPRINT	Registered	73-122277	1104943	11-Apr-77	24-Oct-78
Sprint Communications Company L.P.	SPRINT	Registered	75-343715	2273416	18-Aug-97	31-Aug-99
Sprint Communications Company L.P.	SPRINT	Registered	78128498	2839194	14-May-02	4-May-04
Sprint Communications Company L.P.	SPRINT	Registered	73-787363	1573863	16-Mar-89	26-Dec-89
Sprint Communications Company L.P.	SPRINT	Registered	85389516	4080301	4-Aug-11	3-Jan-12
Sprint Communications Company L.P.	SPRINT	Registered	78-184675	2907208	13-Nov-02	30-Nov-04
Sprint Communications Company L.P.	SPRINT	Registered	78-135149	2833134	12-Jun-02	13-Apr-04
Sprint Communications Company L.P.	SPRINT	Registered	74-059461	1640459	16-May-90	9-Apr-91
Sprint Communications Company L.P.	SPRINT	Registered	85642002	4282285	4-Jun-12	29-Jan-13
Sprint Communications Company L.P.	SPRINT	Registered	85910921	4443674	22-Apr-13	3-Dec-13
Sprint Communications Company L.P.	SPRINT	Registered	78-618221	3046207	27-Apr-05	17-Jan-06
Sprint Communications Company L.P.	SPRINT	Registered	78-252135	2836616	20-May-03	27-Apr-04
Sprint Communications Company L.P.	SPRINT	Pending	87239265		19-Nov-16	
Sprint Communications Company L.P.	Sprint Boot-Up (sensory mark)	Registered	85672500	4408267	10-Jul-12	24-Sep-13
Sprint Communications Company L.P.	SPRINT BUSINESS FREEDOM	Registered	85331468	4296149	26-May-11	26-Feb-13
Sprint Communications Company L.P.	SPRINT CENTER	Registered	78420559	3042771	18-May-04	10-Jan-06
Sprint Communications Company L.P.	SPRINT DRIVE FIRST	Registered	85264681	4072007	11-Mar-11	13-Dec-11
Sprint Communications Company L.P.	SPRINT DRIVE FIRST	Registered	85264676	4057695	11-Mar-11	15-Nov-11
Sprint Communications Company L.P.	Sprint Flash	Registered	85727893	4589296	13-Sep-12	19-Aug-14

OwnerName	TrademarkName	Status	AppNumber	RegNumber	FileDate	RegDate
Sprint Communications Company L.P.	SPRINT GETS RUGGED	Registered	85249698	4143901	23-Feb-11	15-May-12
Sprint Communications Company L.P.	SPRINT GODRIVE	Published	86742875		31-Aug-15	
Sprint Communications Company L.P.	Sprint Guardian	Registered	85524583	4556357	25-Jan-12	24-Jun-14
Sprint Communications Company L.P.	SPRINT IP DEFENDER	Registered	78-500039	3042897	14-Oct-04	10-Jan-06
Sprint Communications Company L.P.	Sprint One Up	Registered	86070519	4501856	20-Sep-13	25-Mar-14
Sprint Communications Company L.P.	SPRINT OPEN WORLD	Registered	86735332	4950797	24-Aug-15	3-May-16
Sprint Communications Company L.P.	Sprint Panorama	Pending	86165221		17-Jan-14	
Sprint Communications Company L.P.	Sprint Re:Source	Registered	85118961	3957280	30-Aug-10	10-May-11
Sprint Communications Company L.P.	SPRINT RELAY	Registered	75546622	2249799	1-Sep-98	1-Jun-99
Sprint Communications Company L.P.	SPRINT TV	Registered	78628696	3046214	12-May-05	17-Jan-06
Sprint Communications Company L.P.	Sprint Wego	Published	86067777		17-Sep-13	
Sprint Communications Company L.P.	SPRINTLINK	Registered	78580156	3046189	4-Mar-05	17-Jan-06
Sprint Communications Company L.P.	Triangle & Phone (BuyBack Device Recycling Logo Design)	Registered	85069789	3980582	23-Jun-10	21-Jun-11