

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ONELOUDER APPS, INC.		02/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK TRUST COMPANY AMERICAS		
<b>Street Address:</b>	60 WALL STREET		
<b>Internal Address:</b>	16TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4198584	1WEATHER	
<b>Registration Number:</b>	4198551	BACONREADER	
<b>Registration Number:</b>	4325109	CHANNELCASTER	
<b>Registration Number:</b>	4539352	DRAWMA	
<b>Registration Number:</b>	4203423	ONELOUDER	
<b>Registration Number:</b>	4309765	SPORTCASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>	(212) 455-3605		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	GENEVIEVE DORMENT, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1490		
<b>NAME OF SUBMITTER:</b>	Genevieve Dorment		

CH \$165.00 4198584

<b>SIGNATURE:</b>	/gd/
<b>DATE SIGNED:</b>	03/06/2017
<b>Total Attachments: 5</b> source=(21048223)_ (1)_Sprint - IP Short Form #4 (OneLouder Apps Inc. TM) (Execution)#page1.tif source=(21048223)_ (1)_Sprint - IP Short Form #4 (OneLouder Apps Inc. TM) (Execution)#page2.tif source=(21048223)_ (1)_Sprint - IP Short Form #4 (OneLouder Apps Inc. TM) (Execution)#page3.tif source=(21048223)_ (1)_Sprint - IP Short Form #4 (OneLouder Apps Inc. TM) (Execution)#page4.tif source=(21048223)_ (1)_Sprint - IP Short Form #4 (OneLouder Apps Inc. TM) (Execution)#page5.tif	

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 ONELOUDER APPS, INC., a Delaware corporation (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.

ONELOUDER APPS, INC.,  
as Grantor

By:



\_\_\_\_\_  
Name: Janet M. Duncan

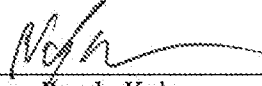
Title: Vice President and Treasurer

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

**TRADEMARK**  
**REEL: 006002 FRAME: 0053**

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Trustee

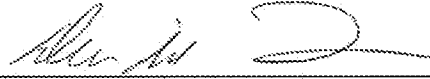
By:



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Name: Randy Kahn  
Title: Vice President

By:



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Name: Deirdre Lewis  
Title: Vice President

## Schedule A

### U.S. Trademark Registrations and Applications

OwnerName	TrademarkName	Status	AppNumber	RegNumber	FileDate	RegDate
OneLouder Apps, Inc.	1Weather	Registered	85565786	4198584	9-Mar-12	28-Aug-12
OneLouder Apps, Inc.	BACONREADER	Registered	85557472	4198551	1-Mar-12	28-Aug-12
OneLouder Apps, Inc.	CHANNELCASTER	Registered	85381590	4325109	26-Jul-11	23-Apr-13
OneLouder Apps, Inc.	DRAWMA	Registered	85855516	4539352	20-Feb-13	27-May-14
OneLouder Apps, Inc.	ONELOUDER	Registered	85360437	4203423	30-Jun-11	4-Sep-12
OneLouder Apps, Inc.	SPORTCASTER	Registered	85360448	4309765	30-Jun-11	26-Mar-13