

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM425830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Wireless, LLC		05/01/2017	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	Mail Code GA-ATL-1981, 3333 Peachtree Road		
Internal Address:	4th Floor-East Tower, Attn: Asset Manager-A Wireless		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4482219	DIAMOND WIRELESS	
Registration Number:	4489447	DIAMOND WIRELESS	
Registration Number:	4525327	DWP	
Registration Number:	4525326	DWP	
Registration Number:	4591956	DIAMOND WIRELESS	
Registration Number:	4588875	DWP	
Registration Number:	4588874	DWP	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sidney R. Brown		

OP \$190.00 4482219

SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	05/02/2017
Total Attachments: 10 source=SunTrust-A Wireless - ABL IP Security Agreement#page1.tif source=SunTrust-A Wireless - ABL IP Security Agreement#page2.tif source=SunTrust-A Wireless - ABL IP Security Agreement#page3.tif source=SunTrust-A Wireless - ABL IP Security Agreement#page4.tif source=SunTrust-A Wireless - ABL IP Security Agreement#page5.tif source=SunTrust-A Wireless - ABL IP Security Agreement#page6.tif source=SunTrust-A Wireless - ABL IP Security Agreement#page7.tif source=SunTrust-A Wireless - ABL IP Security Agreement#page8.tif source=SunTrust-A Wireless - ABL IP Security Agreement#page9.tif source=SunTrust-A Wireless - ABL IP Security Agreement#page10.tif	

ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of SunTrust Bank, as administrative agent and collateral agent (together with its successors in such capacity, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LSF9 Atlantis Parent, LLC, a Delaware limited liability company (including its permitted successors, “Parent”), LSF9 Atlantis Holdings, LLC, a Delaware limited liability company (including its permitted successors, “Holdings”), A2Z Wireless Holdings, Inc., a Delaware corporation (including its permitted successors, “A2Z”), and the Additional Borrowers from time to time party thereto (together with A2Z and Holdings, the “Borrowers”) have entered into a ABL Credit Agreement, dated as of May 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain ABL Guarantee and Collateral Agreement, dated as of May 1, 2017, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement and subject to the limitations contained therein, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all exclusive Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1 (“Exclusive Copyright Licenses”);

(c) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(d) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement) to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 3;

(e) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 3;

(f) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent, industrial design, patent application and industrial design application identified in Schedule 3 (as such schedule may be amended from time to time), all certificates of invention or similar property rights, and all registrations thereof, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon (collectively, the “Patents”);

(g) all rights to sue for past, present and future infringements of the Copyrights, Trademarks and Patents;

(h) all income, royalties, damages, claims and payments due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; and

(i) all Proceeds and products of the foregoing.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 ABL Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any ABL Obligations are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the ABL Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any ABL Obligations, the provisions of the ABL Intercreditor Agreement shall prevail. As used in this Section 7, "ABL Obligations" shall have the meaning given to such term in the ABL Intercreditor Agreement.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and

Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

AKA DIVERSIFIED HOLDINGS, INC.,
a South Dakota business corporation

By: _____

Name: Robert Specht

Title: Assistant Treasurer

AKA WIRELESS IV, INC.,
a South Dakota business corporation

By: _____

Name: Robert Specht

Title: Assistant Treasurer

DIAMOND WIRELESS, LLC, a Utah
limited liability company

By: _____

Name: Robert Specht

Title: Assistant Treasurer

SUNTRUST BANK,
as Agent

By: Tighe A. Ittner
Name: Tighe Ittner
Title: Director







COPYRIGHTS

NONE.

EXCLUSIVE COPYRIGHT LICENSES

NONE.

TRADEMARKS

Registrant	Trademark	Country / State	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
DIAMOND WIRELESS, LLC		United States	85/756,225	October 17, 2012	4,482,219	February 11, 2014	Active
DIAMOND WIRELESS, LLC		United States	85/795,038	December 5, 2012	4,489,447	February 25, 2014	Active
DIAMOND WIRELESS, LLC		United States	86/057,104	September 5, 2013	4,525,327	May 6, 2014	Active
DIAMOND WIRELESS, LLC		United States	86/057,103	September 5, 2013	4,525,326	May 6, 2014	Active
DIAMOND WIRELESS, LLC	DIAMOND WIRELESS	United States	86/129,284	November 26, 2013	4,591,956	August 26, 2014	Active
DIAMOND WIRELESS, LLC	DWP Mark 	United States	86/192,512	February 13, 2014	4,588,875	August 19, 2014	Active
DIAMOND WIRELESS, LLC	DWP Mark 	United States	86/192,511	February 13, 2014	4,588,874	August 19, 2014	Active
AKA Diversified Holdings, Inc.	Z WIRELESS	USA	85561858	3/6/12	4221858	10/9/12	Registered

Registrant	Trademark	Country / State	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
AKA Diversified Holdings, Inc.	Z WIRELESS (logo)	USA	85561943	3/6/12	4221866	10/9/12	Registered
AKA Wireless IV, Inc.	Z WIRELESS	Wisconsin			10112259	12/31/14	Registered

PATENTS

NONE.