

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434110

|   |                                    |                          |                                     |
|---|------------------------------------|--------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                     |                          |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | Security Agreement                 |                          |                                     |
| <b>CONVEYING PARTY DATA</b>   |                                    |                          |                                     |
| <b>Name</b>   | <b>Formerly</b>                    | <b>Execution Date</b>    | <b>Entity Type</b>                  |
| BGB COMMUNICATIONS, LLC   |                                    | 06/27/2017               | Limited Liability Company: NEW YORK |
| <b>RECEIVING PARTY DATA</b>   |                                    |                          |                                     |
| <b>Name:</b>  | Peapack-Gladstone Bank             |                          |                                     |
| <b>Street Address:</b>  | 500 Hills Drive                    |                          |                                     |
| <b>City:</b>  | Bedminster                         |                          |                                     |
| <b>State/Country:</b>   | NEW JERSEY                         |                          |                                     |
| <b>Postal Code:</b>   | 07921-1538                         |                          |                                     |
| <b>Entity Type:</b>   | Association: UNITED STATES         |                          |                                     |
| <b>PROPERTY NUMBERS Total: 6</b>  |                                    |                          |                                     |
| <b>Property Type</b>  | <b>Number</b>                      | <b>Word Mark</b>         |                                     |
| <b>Serial Number:</b>   | 87455366                           | SCIONYC                  |                                     |
| <b>Registration Number:</b>   | 5205356                            | BIONYC                   |                                     |
| <b>Serial Number:</b>   | 86362621                           | BGB                      |                                     |
| <b>Registration Number:</b>   | 5187330                            | FOR THE SCIENCE OBSESSED |                                     |
| <b>Registration Number:</b>   | 5167594                            | CREATIVITY + SCIENCE     |                                     |
| <b>Serial Number:</b>   | 86317691                           | CREATIVITY + SCIENCE     |                                     |
| <b>CORRESPONDENCE DATA</b>  |                                    |                          |                                     |
| <b>Fax Number:</b>  | 8009144240                         |                          |                                     |
| <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>   | 614-280-3566                       |                          |                                     |
| <b>Email:</b>   | james.murray@wolterskluwer.com     |                          |                                     |
| <b>Correspondent Name:</b>  | James Murray                       |                          |                                     |
| <b>Address Line 1:</b>  | 4400 Easton Commons Way, Suite 125 |                          |                                     |
| <b>Address Line 2:</b>  | CT Corporation                     |                          |                                     |
| <b>Address Line 4:</b>  | Columbus, OHIO 43219               |                          |                                     |
| <b>NAME OF SUBMITTER:</b>   | Joanne BL Arnold                   |                          |                                     |
| <b>SIGNATURE:</b>   | /Joanne BL Arnold/                 |                          |                                     |
| <b>DATE SIGNED:</b>   | 07/07/2017                         |                          |                                     |

OP \$165.00 87455366

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“*Trademark Security Agreement*”), dated as of June 27, 2017, is made by BGB COMMUNICATIONS, LLC, a New York limited liability company (the “*Grantor*”), in favor of PEAPACK-GLADSTONE BANK (the “*Agent*”), as agent for the secured parties under the Credit Agreement referred to below (the “*Secured Parties*”).

WHEREAS, the Grantor and BIONYC Communications LLC (individually and collectively, the “*Borrower*”) have entered into a Credit and Security Agreement, dated as of June 27, 2017 (the “*Credit Agreement*”), with the Agent and the lenders (the “*Lenders*”) party thereto.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Agent as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties, until the payment in full of the Obligations (as defined in the Credit Agreement), a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse,

breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark 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 Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BGB COMMUNICATIONS, LLC**

By:   
Name: G. PASSARETTI  
Title: PARTNER

Agreed to and accepted:

**PEAPACK-GLADSTONE BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BGB COMMUNICATIONS, LLC**

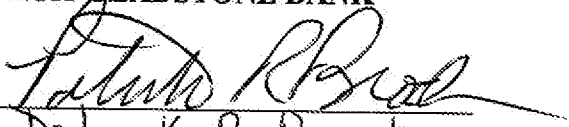
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed to and accepted:

**PEAPACK-GLADSTONE BANK**

By:   
Name: Patrick R. Brock  
Title: Senior Managing Director

[Signature Page to Trademark Agreement]

**TRADEMARK**  
**REEL: 006100 FRAME: 0017**

**SCHEDULE 1**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <b>Serial Number</b> | <b>Reg. Number</b> | <b>Word Mark</b>         |
|----------------------|--------------------|--------------------------|
| 87455366             | N/A                | SCIONYC                  |
| 86555470             | 5205356            | BIONYC                   |
| 86362621             | N/A                | BGB                      |
| 86728725             | 5187330            | FOR THE SCIENCE OBSESSED |
| 86838285             | 5167594            | CREATIVITY + SCIENCE     |
| 86317691             | N/A                | CREATIVITY + SCIENCE     |