

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teleguam Holdings, LLC		07/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
Internal Address:	Attention: Uzo Arinzeh / Stephanie Haskie / Daniel Mancini		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	a French banking institution operating out of its New York branch: FRANCE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4485194	GTA	
Registration Number:	4485193	GTA	
Registration Number:	4444915	BOOSTBOX	
Registration Number:	4452562	YOUR ISLAND. YOUR NETWORK.	
Serial Number:	87496364	GTA2GO	
CORRESPONDENCE DATA			
Fax Number:	2122944700		
<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:	212-294-6700		
Email:	trademarksSF@winston.com		
Correspondent Name:	Winston & Strawn LLP, Kelsey McCarthy		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166-4193		
ATTORNEY DOCKET NUMBER:	086700.00191		
NAME OF SUBMITTER:	Sandra Owen		
SIGNATURE:	/Sandra Owen/		

CH \$140.00 4485194

DATE SIGNED:	07/26/2017
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Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 25, 2017 between **TELEGUAM HOLDINGS, LLC** (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the “**First Lien Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain First Lien Pledge and Security Agreement, dated as of July 25, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the First Lien Collateral Agent; and

WHEREAS, under the terms of the First Lien Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the First Lien Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the First Lien Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the First Lien Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”); provided, however, that notwithstanding the foregoing, the security interest in Trademarks shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

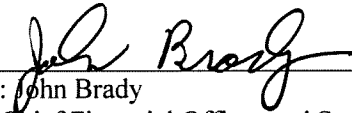
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the First Lien Pledge and Security 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 First Lien Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the First Lien Pledge and Security Agreement or the Credit Agreement, the provisions of the First Lien Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TELEGUAM HOLDINGS, LLC, as a Grantor
(upon giving effect to the Closing Date Acquisition)

By: 
Name: John Brady
Title: Chief Financial Officer and Secretary

BNP PARIBAS, as First Lien Collateral Agent

By: 
Name: **Stephanie Haski**
Title: **Vice President**

By: 
Name: **Yung Wu**
Title: **Vice President**

Schedule 1: Trademarks

Grantor	Title of Trademark	Filing Date/Issue Date	Status	Application/ Reg. No.
TeleGuam Holdings, LLC	GTA + sail design	July 16, 2013/Feb.18, 2014	Live	4485194
TeleGuam Holdings, LLC	GTA	July 16, 2013/Feb. 18 2014	Live	4485193
TeleGuam Holdings, LLC	BOOSTBOX	Sept. 21, 2012/Dec. 3, 2013	Live	4444915
TeleGuam Holdings, LLC	your island. your network.	Jan. 30, 2013/Dec. 17, 2013	Live	4452562
TeleGuam Holdings, LLC	GTA2GO and Design	Filed: June 19, 2017	Pending	Serial No.: 87-496364