

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM455130

| | | | |
|---|-------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OPUS BANK | | 11/09/2017 | A CA COMMERICAL BANK: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | TSC ACQUISITION CORPORATION | | |
| Street Address: | 1149 S. Hill Street | | |
| Internal Address: | Suite H-400 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90015 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86630448 | FOREVER DATA | |
| Serial Number: | 86720078 | TRUCONNECT | |
| Registration Number: | 4739949 | SURELINK MOBILE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2063599000 | | |
| <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: | 206-359-8000 | | |
| Email: | pctrademarks@perkinscoie.com | | |
| Correspondent Name: | Jeremy L. Buxbaum | | |
| Address Line 1: | 1201 THIRD AVENUE, SUITE 4900 | | |
| Address Line 4: | Seattle, WASHINGTON 98101 | | |
| ATTORNEY DOCKET NUMBER: | 120330-0002 | | |
| NAME OF SUBMITTER: | Jeremy L. Buxbaum | | |
| SIGNATURE: | /Jeremy L. Buxbaum/ | | |
| DATE SIGNED: | 12/19/2017 | | |
| Total Attachments: 9 | | | |
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RELEASE AND REASSIGNMENT OF
TRADEMARKS AND TRADEMARK APPLICATIONS

November 9, 2017

Reference is hereby made to that certain Trademark Security Agreement (the "Agreement"), dated as of May 26, 2016, executed by TSC ACQUISITION CORPORATION, a Delaware corporation ("Grantor"), whose address is 1149 S. Hill Street, Suite H-400, Los Angeles CA 90015, in favor of Opus Bank ("Bank"), whose address is 131 W. Commonwealth Avenue, Fullerton, California 92832, which was recorded in the United States Patent and Trademark Office on 06/01/2016, at Reel 5804 Frame 0239, and pursuant to which the Grantor assigned and granted to Bank a security interest in and to all of Grantor's right, title and interest in and to certain trademarks, including those trademarks specifically listed on Schedule I attached hereto (the "Marks") and the goodwill associated therewith; and

WHEREAS, Bank wishes to terminate the Agreement and release, retransfer and reassign to Grantor, without representation or warranty, all of Bank's right, title and interest in and to the Marks and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Bank hereby terminates the Agreement and releases, retransfers and reassigns to Grantor, without representation or warranty, any and all liens, security interests, right, title and interest of Bank in and to the Marks and the goodwill associated therewith.

IN WITNESS WHEREOF, Assignee has executed this Release and Reassignment of Trademarks and Trademark Applications as of the date first above written.

OPUS BANK
("Bank")

By: _____

Name: Susan Berge

Title: VP, Loan Service Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

| GRANTOR | COUNTRY | MARK | APPLICATION/ REGISTRATION No. | APPLICATION/ REGISTRATION DATE |
|-----------------------------|---------|-----------------|----------------------------------|-----------------------------------|
| TSC Acquisition Corporation | USA | FOREVER DATA | 86630448 / N/A | 05/14/2015 / N/A |
| TSC Acquisition Corporation | USA | TRUCONNECT | 86720078 / N/A | 08/10/2015 / N/A |
| TSC Acquisition Corporation | USA | SURELINK MOBILE | 86099371 / 4739949 | 10/23/2013 / 05/19/2015 |

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 8, 2016

PTAS

LISA LEVINSON C/O BUCHALTER NEMER
1000 WILSHIRE BLVD.
SUITE 1500
LOS ANGELES, CA 90017

900366395

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/01/2016

REEL/FRAME: 5804/0239
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 05921-0108

ASSIGNOR:
TSC ACQUISITION CORPORATION

DOC DATE: 05/26/2016
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:
OPUS BANK

131 W. COMMONWEALTH AVENUE
FULLERTON, CALIFORNIA 92832

CITIZENSHIP: CALIFORNIA
ENTITY: (A CA COMMERCIAL BANK)

SERIAL NUMBER: 86099371
REGISTRATION NUMBER: 4739949
MARK: SURELINK MOBILE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/23/2013
REGISTRATION DATE: 05/19/2015

SERIAL NUMBER: 86630448
REGISTRATION NUMBER:
MARK: FOREVER DATA
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/14/2015
REGISTRATION DATE:

SERIAL NUMBER: 86720078

REGISTRATION NUMBER:

MARK: TRUCONNECT

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/10/2015

REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH

PUBLIC RECORDS DIVISION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 26th day of May, 2016, by and among Grantor listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and OPUS BANK, a California commercial bank ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement by and among TruConnect Communications, Inc., a Delaware corporation ("*TruConnect*"; and together with one or more additional direct or indirect Subsidiaries of Parent, individually and collectively, the "*Borrowers*" and each, individually, a "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark

Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

TSC ACQUISITION CORPORATION,
a Delaware corporation

By: 

Name: Matthew Johnson

Title: Co-Chief Executive Officer

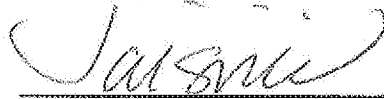
Trademark Security Agreement
TSC Acquisition Corporation

TRADEMARK
REEL: 006231 FRAME: 0524

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

OPUS BANK,
a California commercial bank

By: 
Name: Jorge C. Visitacion
Title: Managing Director

Trademark Security Agreement
TSC Acquisition Corporation

TRADEMARK
REEL: 006231 FRAME: 0525

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