

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trio Connect, LLC		11/14/2017	Limited Liability Company: DELAWARE
STMEA FZE		11/14/2017	Sharjah International Airport Freezone Company: UNITED ARAB EMIRATES
Satlink Communications Norway AS		11/14/2017	Limited Liability Company: NORWAY
RECEIVING PARTY DATA			
Name:	NSSLGlobal Technologies AS		
Street Address:	Technopolis Terminal Building Martin Linges vei 25		
City:	Fornebu		
State/Country:	NORWAY		
Postal Code:	1364		
Entity Type:	Limited Liability Company: NORWAY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3368792	SATLINK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9199814000		
Email:	msajovec@williamsmullen.com		
Correspondent Name:	F. Michael Sajovec		
Address Line 1:	Williams Mullen, IP Docketing		
Address Line 2:	8300 Greensboro Drive, Suite 100		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	F. Michael Sajovec		
SIGNATURE:	/F. Michael Sajovec/		
DATE SIGNED:	12/07/2017		
Total Attachments: 10			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of November 13, 2017, by and between:

14

PARTIES

1. Trio Connect, LLC, a Delaware limited liability company ("**Trio**"), STMEA FZE, a Sharjah International Airport Freezone company in UAE registration number 03965 ("**STMEA**") and Satlink Communications Norway AS, a limited liability company in Norway ("**Satlink Norway**"), (Trio, STMEA and Satlink Norway collectively, the "**Assignors**"); and
2. NSSLGlobal Technologies AS (formerly SnapTV AS) a limited liability company in Norway being part of the NSSLGlobal group of companies ("**NSSLGlobal Technologies**").

NSSLGlobal Technologies and each of the Assignors are sometimes referred to herein as each a "**Party**" and, collectively, the "**Parties**".

BACKGROUND

- A. the Parties have executed an Asset Purchase Agreement of today's date ("**APA**") whereby they have agreed that NSSLGlobal Technologies will buy and the Assignors will sell to NSSLGlobal Technologies certain assets connected to the Satlink Business (as defined below). Capitalized terms used but not otherwise defined herein have the definitions ascribed to them in the APA.
- B. Part of the assets being purchased are certain intellectual property rights primarily related to the business of developing a media delivery product that runs over bi-directional satellite technology to provide access to, and to store and display, Internet, media programming and interactive applications and content (including 4K- UHD and DVR services and Free-to-Air, Premium channels, VoIP and On Demand content) and other data and marketing, distributing (directly or through distributors), selling, providing, and supporting such product to or for governments and other commercial customers and household consumer customers worldwide, including, without limitation, developing, marketing, distributing (directly or through distributors), selling, providing and supporting:
 - (i) products currently marketed or sold by the Assignors under the "SatLink" name as of the date of this Assignment; and
 - (ii) improvements, enhancements, changes to or successor versions of such products created by the Assignors on or after 6th May 2016, and whether or not marketed or sold under the "SatLink" name),

in each case, to non-household consumer and end user customers in the mobility (i.e., planes, boats, automotive, trains) and fixed installation markets (collectively, the "Satlink Business");

C. The Assignors wish to assign to NSSLGlobal Technologies, and NSSLGlobal Technologies wishes to acquire from each Assignor, all of such Assignors' right, title and interest in, to and under:

- (i) all registered trademarks and applications connected with the Satlink Business, together with Products, Services Satlink Name and Satlink Brand (all as defined in the APA) and all associated common law rights and all goodwill of the business associated with any of the foregoing (collectively, the "Marks") including without limitation those whose details are set forth in Schedule A attached hereto;
- (ii) the domain names set forth on Schedule B attached hereto (collectively, the "Domain Names");
- (iii) the patents and applications therefor set forth on Schedule C attached hereto, together with all reissues, continuations, continuations-in-part, revisions, extensions, divisionals and reexaminations thereof (collectively, the "Patents");
- (iv) all copyrights, copyrightable works and other works of authorship of any of the Assignors primarily related to the Satlink Business existing as of date of this Assignment (collectively, the "Copyrights"); and
- (v) all trade secrets, know-how, industrial designs (whether registered or unregistered) inventions and rights to inventions, utility models, tooling and test equipment, source-code, software and system backups, manuals, statements of practice, documentation, drawings, business and trade names, rights in computer software, database rights, topography rights, proprietary or confidential information, including methods or techniques, product specifications, formulas, concepts, ideas, applications, and specifications, financial, product and marketing plans and customer and supplier lists and information, of any of the Assignors, in each case, primarily related to the Satlink Business (including, for the avoidance of doubt, all of the foregoing associated with the Patents, Copyrights, Domain Names and Marks) and existing as of the date of this Assignment (collectively, the "Other Proprietary Rights");

D. The assignment of Marks hereunder is being made in connection with the transfer of the business to which such Marks relate, and such business is ongoing and existing; and

E. In connection with this Assignment NSSLGlobal Technologies are entering into an Intellectual Property License Agreement, dated as of the date of this Assignment, pursuant to which NSSLGlobal Technologies has agreed to grant Trio a limited license under certain of the intellectual property rights assigned to NSSLGlobal Technologies hereunder for use in Trio's business.

TERMS AGREED

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Interpretation

1.1. This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.2. A reference to **writing** or **written** includes faxes and email.

1.3. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Assignment

2.1. Pursuant to and for the consideration set out in the APA, each Assignor hereby assigns, transfers, conveys and relinquishes to NSSLGlobal Technologies, its successors, assignees and legal representatives absolutely with full rights of ownership, all its right, title and interest in and to and NSSLGlobal Technologies hereby assumes, effective as of the date of this Assignment, all of each such Assignor's right, title and interest in, to and under (such assets, collectively, the "Assigned Intellectual Property"):

2.1.1. the Marks;

2.1.2. the Domain Names;

2.1.3. the Patents;

2.1.4. the Copyrights;

2.1.5. the Other Proprietary Rights; and

2.1.6. all registrations, applications, renewals, extensions, reissues, continuations, continuations-in-part, revisions, divisionals and reexaminations of any of the foregoing, as applicable, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect,

in each case, for NSSLGlobal Technologies own use and enjoyment, and for the use and enjoyment of NSSLGlobal Technologies successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue as of the date of this Assignment or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity for present or future infringement, dilution or misappropriation, as applicable, of the Marks, Domain Names, Copyrights, Patents or Other Proprietary Rights, or other violation or unauthorized use of the Copyrights, Marks, Domain Names, Patents or Other Proprietary Rights, with the right to sue for, and collect the same for NSSLGlobal Technologies own use and enjoyment and for the use and enjoyment of NSSLGlobal Technologies successors, assigns or other legal representatives.

3. VAT or Sales Tax

All payments made by NSSLGlobal Technologies under the APA as regards the Assumed Intellectual Property are exclusive of VAT or sales Tax (or equivalent). If any such Tax is deemed to apply, then NSSLGlobal Technologies shall bear such Tax, on production of a value VAT or sales tax invoice (as applicable).

4. Further assurance

4.1. At the sole cost and expense of NSSLGlobal Technologies, Assignors shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts and provide such information as may be reasonably requested for the purpose of giving full effect to this assignment, including registration of NSSLGlobal Technologies as applicant for or registered proprietor of the Marks, Domain Names and Patents.

4.2. The Assignors shall do the following at NSSLGlobal Technologies's sole cost and direction, pending formal registration or recordal of the assignment of the Assigned Intellectual Property Rights to NSSLGlobal Technologies:

4.2.1. if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due (which payments shall be promptly reimbursed by NSSLGlobal Technologies on demand);

4.2.2. if legally required to do so, satisfy all official actions issued by any relevant trade mark registry or authority;

4.2.3. provide NSSLGlobal Technologies and its authorised representatives (including NSSLGlobal Limited Head Office team) with all information and other assistance reasonably requested to enable NSSLGlobal Technologies to prepare, file or prosecute applications for registration of any of the Marks, Domain Names and Patents (including producing, in the appropriate form, any evidence of its use of the Marks, Domain Names and Patents);

4.2.4. ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are delivered to NSSLGlobal Technologies, marked for the attention of Nikolaj Hvegholm or any other person that NSSLGlobal Technologies notifies to the Assignors from time to time; and

4.2.5. provide NSSLGlobal Technologies with all information reasonably requested by NSSLGlobal Technologies to conduct, defend or settle any relevant claims, actions or proceedings.

4.3. The Assignors shall deliver to NSSLGlobal Technologies (or its nominated representative) all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Assumed Intellectual Property in their possession as soon as practicable after Completion.

4.4. The Assignors each appoint NSSLGlobal Technologies to be their attorney in their name and on their behalf to execute documents, use the relevant Assignors' name and do all things which are necessary or desirable for NSSLGlobal Technologies to obtain for itself or its nominee the full benefit of this agreement. This power of attorney is irrevocable and is given by way of security to secure the performance of each of the Assignor's obligations under this agreement and the

proprietary interest of NSSLGlobal Technologies in the Assumed Intellectual Property and so long as such obligations of each Assignor remain undischarged, or NSSLGlobal Technologies has such interest, the power may not be revoked by any Assignor, save with the consent of NSSLGlobal Technologies.

4.5. Without prejudice to clause 4.4, NSSLGlobal Technologies may, in any way it thinks fit and in the name and on behalf of each Assignor:

4.5.1. take any action that this agreement requires the relevant Assignor to take;

4.5.2. exercise any rights which this agreement gives to an Assignor; and

4.5.3. appoint one or more persons to act as substitute attorney(s) for each Assignor and to exercise such of the powers conferred by this power of attorney as NSSLGlobal Technologies thinks fit and revoke such appointment.

5. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. Counterparts

6.1. This Assignment may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, 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.

6.2. Delivery of an executed counterpart of a signature page to this Assignment electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Assignment.

7. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, without reference to conflicts of laws provisions.

9. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

10. Severability.

Each provision of this Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, each of Trio, STMEA, Satlink Norway and NSSGlobal Technologies have caused this Assignment to be duly executed as a Deed by their authorized representatives as of the date appearing on page 1 of this Assignment.

Schedule A Marks

Mark	App.No / Reg.No	Filing Date / Registration Date	USPTO Registration Status	Owner
SATLINK	US 3368792	Registered 15 January 2008	Registered	Trio Connect LLC

Schedule B Domains

sat.link
satlink.no
satlinkcommunications.no

Schedule C Patents

ISSUED PATENTS				
Jurisdiction	Title/Description	Patent No	Date Filed / Issued	Current Owner
US	Satellite Communication with multiple active gateways	8032073	Filed: May-03-2007 Issued: Oct-04-2011	Trio Connect LLC
US	Satellite Communication Network	8712322	Filed: May-31-2012 Issued: April-29-2014	Trio Connect LLC

Executed as a deed by Trio Connect LLC
Acting by Scott Kinnear, General Manager

Scott Kinnear

in the presence of:

David M. Hill

Executed as a deed by STMEA (FZE)
Acting by Agus Wahyudin, director

.....

in the presence of:

.....

Executed as a deed by Satlink Communications
Norway AS acting by Ole-Kristian Sivertsen, director

.....

in the presence of:

.....

Executed as a deed by NSSGlobal Technologies
AS acting by [], director

.....

in the presence of:

.....

[Signature Page to Intellectual Property Assignment]

Executed as a deed by Trio Connect LLC
Acting by Scott Kinnear, General Manager

.....

in the presence of:

.....

Executed as a deed by STMEA (FZE)
Acting by Agus Wahyudin, director

.....

in the presence of: Syria Houssa

.....

Executed as a deed by Satlink Communications
Norway AS acting by Ole-Kristian Sivertsen, director

.....

in the presence of:

.....

Executed as a deed by NSSLGlobal Technologies
AS acting by [], director

.....

in the presence of:

.....

[Signature Page to Intellectual Property Assignment]

Executed as a deed by Trio Connect LLC
Acting by Scott Kinnear, General Manager

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in the presence of:

Executed as a deed by STMEA (FZE)
Acting by Agus Wahyudin, director

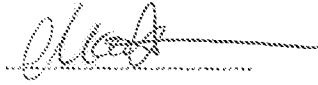
.....

in the presence of:

Executed as a deed by Satlink Communications
Norway AS acting by Ole-Kristian Sivertsen, director



in the presence of: MCA HERMANSSON



Executed as a deed by NSSLGlobal Technologies
AS acting by [], director

.....

in the presence of:

[Signature Page to Intellectual Property Assignment]

Executed as a deed by Trio Connect LLC
Acting by []
in the presence of:

.....

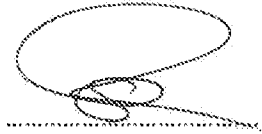
Executed as a deed by STMEA FZE
Acting by [], director
in the presence of:


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Executed as a deed by Satlink Communications
Norway AS acting by [], director
in the presence of:

.....

Executed as a deed by NSSLGlobal Technologies
AS acting by [SULLIVAN], director
in the presence of: RAY




D. STALLARD