

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DataPath, Inc.		12/22/2017	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	GLJ Capital, S. de R.L.		
Street Address:	AVE GUSTAVO MEJIA RICART, TORRE PIANINI 14TH FLOOR		
City:	SANTO DOMINGO		
State/Country:	DOMINICAN REPUBLIC		
Entity Type:	Sociedad De Responsabilidad Limitada: PANAMA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86244209	DATAPATH	
Serial Number:	78674755	DATAPATH	
Serial Number:	78874780	DATAPATH IP ACCELERATOR	
Serial Number:	78366281	MAXVIEW	
Serial Number:	77465926	MOBILINK	
Serial Number:	78674571	DATAPATH	
Serial Number:	78805321	DATAPATH INTEGRATED LOGISTICS SUPPORT FO	
Serial Number:	78853728	DATAPATH SOFTWARE	
Serial Number:	77374691	DEFY BOUNDARIES. COMMUNICATE ANYWHERE.	
Serial Number:	78674498	DEFYING BOUNDARIES. COMMUNICATING ANYWHE	
Serial Number:	86136899	DATAPATH INTEGRATED LOGISTICS SUPPORT	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		

CH \$290.00 86244209

NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/jmp/
DATE SIGNED:	01/11/2018
Total Attachments: 7 source=2017-12-22 Executed Patent and Trademark Security Agreement (DataPath Inc.)#page1.tif source=2017-12-22 Executed Patent and Trademark Security Agreement (DataPath Inc.)#page2.tif source=2017-12-22 Executed Patent and Trademark Security Agreement (DataPath Inc.)#page3.tif source=2017-12-22 Executed Patent and Trademark Security Agreement (DataPath Inc.)#page4.tif source=2017-12-22 Executed Patent and Trademark Security Agreement (DataPath Inc.)#page5.tif source=2017-12-22 Executed Patent and Trademark Security Agreement (DataPath Inc.)#page6.tif source=2017-12-22 Executed Patent and Trademark Security Agreement (DataPath Inc.)#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2017 (the “**Agreement**”), by and between DATAPATH, INC., a Georgia corporation (“**Debtor**”), and GLJ CAPITAL, S. DE R.L., a Panama limited company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement (defined below), “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party thereto (collectively with Debtor, the “**Borrowers**”), DPII Holdings LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party thereto (collectively with Holdings, the “**Guarantors**”), the lenders from time to time party thereto (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

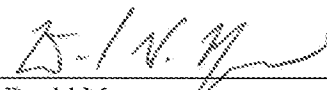
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:


DATAPATH, INC.
a Georgia corporation

By: 
Name: David Myers
Title: Chief Executive Officer

[SIGNATURE/ACKNOWLEDGMENT PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

SECURED PARTY:

GLJ CAPITAL, S. DE R.L.
a Panama limited company,
as Agent

By: 
Name: Jorge Aguayo
Title: Chairman

[SIGNATURE/ACKNOWLEDGMENT PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Schedule 1**to****Patent and Trademark Security Agreement***Patents*

DataPath, Inc.:

Assignee Name	Patent Number	Publication No.	Application No.
ROCKWELL COLLINS SATELLITE COMMUNICATIONS SYSTEMS, INC.	7764150	20080315979	12203757
DATAPATH, INC.	7436275	20070296531	11475409
DATAPATH, INC.	7661586	20050121511	10980102
DATAPATH, INC.	7764150	20080315979	12203757
DATAPATH, INC.	7852274	20080055170	11609574
DATAPATH, INC.	7852274	20080055170	11609574
DATAPATH, INC.	7857205	20060212313	11337390
DATAPATH, INC.	8047430	20110106705	12973808
DATAPATH, INC.	NONE	20060212378	11337357
DATAPATH, INC.	NONE	20090180421	12261636
DATAPATH, INC.	NONE	20100145848	12705957
DATAPATH, INC.	NONE	20120047073	13284928
DATAPATH, INC.	NONE	20150228029	14617848
DATAPATH, INC.	7764150	20080315979	12203757
DATAPATH, INC.	7436275	20070296531	11475409
DATAPATH, INC.	7661586	20050121511	10980102

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

DATAPATH, INC.	7764150	20080315979	12203757
DATAPATH, INC.	7852274	20080055170	11609574
DATAPATH, INC.	7852274	20080055170	11609574
DATAPATH, INC.	7857205	20060212313	11337390
DATAPATH, INC.	8047430	20110106705	12973808
DATAPATH, INC.	NONE	20060212378	11337357
DATAPATH, INC.	NONE	20090180421	12261636
DATAPATH, INC.	NONE	20100145848	12705957
DATAPATH, INC.	NONE	20120047073	13284928
DATAPATH, INC.	NONE	20150228029	14617848

Patents of DPII HOLDINGS LLC: None.

*Registered Trademarks, Material Unregistered Trademarks, and
Applications for Registration of Trademarks*

DataPath, Inc.:

Mark	Country	Application No.	File Date	Registration No.	Registration Date
DATAPATH	U.S.	86/244,209	2014-04-07	4871368	2015-12-15
DATAPATH	U.S.	78/674,755	2005-07-20	3403104	2008-03-25
DATAPATH IP ACCELERATOR	U.S.	78/874,780	2006-05-02	3413284	2008-04-15
MAXVIEW	U.S.	78/366,281	2004-02-11	2965101	2005-07-05
MOBILINK	U.S.	77/465,926	2008-05-05	3815046	2010-07-06
DATAPATH	U.S.		2005-20-07	3363288	2008-01-01
DATAPATH INTEGRATED LOGISTICS SUPPORT FOR COMMUNICATIONS NETWORKS	U.S.		2006-02-02	3357603	2007-21-25
DATAPATH SOFTWARE	U.S.		2006-04-04	3360728	2007-25-12
DEFY	U.S.		2008-01-07	3488214	2008-08-19

BOUNDARIES. COMMUNICATE ANYWHERE					
DEFYING BOUNDARIES. COMMUNICATING ANYWHERE	U.S.		2005-07-20	3373928	2008-01-22
DATAPATH INTEGRATED LOGISTICS SUPPORT	U.S.	86/136899	2013-12-06		N/A

Trademarks of DPII HOLDINGS LLC: None.