

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clover Telecom Asset Management, LLC		03/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1694480	BLEU ICE	
Registration Number:	1678868	DISCIPLINE	
Registration Number:	4690029	CLOVER TELECOM	
Serial Number:	87527482	DEPOT ENTERPRISE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,cody.cravens@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	03/21/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of March 15, 2018, is made by CLOVER TELECOM ASSET MANAGEMENT, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association (the “*Secured Party*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 15, 2018 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Grantor, the other Obligated Parties (as defined therein) party thereto, and Secured Party, Secured Party has severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor, the other Obligated Parties party thereto and Secured Party have entered into a Security Agreement of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”); and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Secured Party to enter into the Credit Agreement and to induce Secured Party to make its extensions of credit to Grantor and the other Obligated Parties under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Whereas, pursuant to the Security Agreement, the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Secured Party and grants to Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “*Intellectual Property Collateral*”):

- (a) all of its Trade Secrets and Trade Secret Licenses;
- (b) all of its Copyrights and Copyright Licenses, including, without limitation, those copyright registrations and applications referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its Trademarks and Trademark Licenses, including, without limitation, those trademark registrations and applications referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its Patents and Patent Licenses, including, without limitation, those patents referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(g) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing and for the avoidance of doubt, the Intellectual Property Collateral shall not include any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Secured Party pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by

facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Texas, without regard to conflict of law principles thereof, but giving effect to federal laws applicable to national banks.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**CLOVER TELECOM ASSET
MANAGEMENT, LLC,**
a Delaware limited liability company

By: _____


Name: Giny E. Mullins
Title: Chairman

[Signatures Continue on Following Page]

[Signature Page to Intellectual Property Security Agreement]

#46003577

TRADEMARK
REEL: 006296 FRAME: 0757

ACCEPTED AND AGREED
as of the date first above written:

SECURED PARTY:

**TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION**

By: 

Name: Kevin Bogenreif

Title: Vice President

[End of Signature Pages]

**Schedule 1
to
Intellectual Property Security Agreement**

Copyrights and Copyright Licenses

None.

Schedule 2
to
Intellectual Property Security Agreement

Trademarks and Trademark Licenses

<u>Type of Property</u>	<u>Owned/Licensed</u>	<u>Application / Registration Number</u>	<u>Date of Registration</u>
Trademark	Licensed	1694480	11/15/2016
Trademark	Licensed	1678868	9/28/2016
Trademark	Licensed	4690029	2/17/2015
Trademark	Owned (Pending Application)	87527482	7/14/2017

The license period for the three licensed trademarks listed above lasts 12 months commencing from the date hereof.

**Schedule 3
to
Intellectual Property Security Agreement**

Patents and Patent Licenses

None.