# OP \$115.00 5199507

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM472389

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		05/02/2018	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Jab Wireless, Inc.	
Street Address:	61 Inverness Dr. E	
Internal Address:	Suite 250	
City:	Englewood	
State/Country:	COLORADO	
Postal Code:	80112	
Entity Type:	Corporation: COLORADO	

### **PROPERTY NUMBERS Total: 4**

	Property Type	Number Word Mark	
	Registration Number:	5199507	RISE ABOVE THE REST
Registration Number: 5054785 RISE BROADBAND		RISE BROADBAND	
	Registration Number:	4902898	RISE BROADBAND
	Registration Number:	5040959	BIG CITY BROADBAND, WHERE YOU ARE

### **CORRESPONDENCE DATA**

**Fax Number:** 2027995000

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.

**Phone:** 2027994000

**Email:** gregory.esau@dlapiper.com

Correspondent Name: Gregory Esau

Address Line 1: 500 Eighth Street, NW Washington, D.C. 20004

NAME OF SUBMITTER:Gregory EsauSIGNATURE:/Gregory Esau/

**DATE SIGNED:** 05/02/2018

**Total Attachments: 4** 

source=IP Termination 3#page1.tif

source=IP Termination 3#page2.tif
source=IP Termination 3#page3.tif
source=IP Termination 3#page4.tif

### TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2018 (this "Release"), is made by ANTARES CAPITAL LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below) in favor of JAB WIRELESS, INC. ("Grantor").

WHEREAS, pursuant to (i) that certain Second Amended and Restated Credit Agreement, dated as of March 26, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Credit Parties, the Lenders from time to time party thereto and the Agent, and (ii) that certain Second Amended and Restated Guaranty and Security Agreement, dated as of March 26, 2014, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), Grantor and the Agent executed a Trademark Security Agreement dated as of November 29, 2016 (the "Trademark Security Agreement"), pursuant to which Grantor mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on December 1, 2016 at Reel 5931 Frame 0589.

NOW THEREFORE, for good and valuable consideration, the Agent hereby agrees as follows:

- SECTION 1. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.
- SECTION 2. <u>Termination and Release</u>. The Agent, without representation, warranty, or recourse, hereby terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all of the following Collateral of the Grantor (the "**Trademark Collateral**"):
  - (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule A</u> hereto;
    - (b) all renewals and extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (d) 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.

SECTION 3. <u>Reassignment</u>; <u>Authorization of Recording</u>. The Agent, on behalf of the Secured Parties, hereby reassigns and conveys to Grantor, without representation or recourse, any and all right title and interest the Agent may have in and to the Trademark Collateral. The Agent hereby authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 4. <u>Choice of Law</u>. This Release shall be shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Agent has executed this Termination and Release Trademark Security Agreement as of the date first set forth above.

ANTARES CAPITAL LP, as Agent

michael K By: \_\_\_\_\_\_Name: Michael Kriz

Title:

**Duly Authorized Signatory** 

[Termination and Release of Trademark Security Agreement (2016)]

# **SCHEDULE A**

TRADEMARK	OWNER	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE
Rise Broadband	JAB Wireless, Inc.	2/16/2016	4902898
Big city broadband, where you are	JAB Wireless, Inc.	9/13/2016	5040959
Rise Broadband (logo)	JAB Wireless, Inc.	10/4/2016	5054785
Rise Above the Rest	JAB Wireless, Inc.	5/9/2017	5199507

**RECORDED: 05/02/2018**