

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DPI, Inc.		04/02/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	J.P. Morgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5299873	SKY RIDER	
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:	314-259-2000		
Email:	BCIPDocketing@bryancave.com		
Correspondent Name:	Matthew G. Minder		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0359829		
NAME OF SUBMITTER:	Matthew G. Minder, Esq.		
SIGNATURE:	/Matthew G. Minder/		
DATE SIGNED:	04/10/2018		
Total Attachments: 8			
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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 2, 2018, by DPI, INC., a Missouri corporation ("Grantor") in favor of J.P. MORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, the Grantor, Newo Corporation, a California corporation dba Amped Wireless ("Newo"), the Administrative Agent and the Lenders have entered into a Credit Agreement dated as of November 8, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Prior Credit Agreement").

Whereas, Newo has merged into Grantor on or before the date hereof, with Grantor being the surviving entity.

Whereas, the parties to the Prior Credit Agreement, certain of Grantor's Subsidiaries, and Digital Products Holdings LLC, a Delaware limited liability company, as a Loan Guarantor, have agreed to amend and restate the Prior Credit Agreement in its entirety pursuant to an Amended and Restated Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Grantor is entering into this Patent and Trademark Security Agreement in order to induce the Lenders to continue to extend credit to the Borrowers under the Credit Agreement and to secure the Secured Obligations;

Whereas, the Grantor is a party to that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof, in favor of the Administrative Agent (the "Security Agreement") in which the Grantor agreed, among other things, to grant to the Administrative Agent a security interest in its intellectual property including a security interest in its patent and/or trademark licenses (to the extent that such patent and/or trademark licenses are not expressly prohibited from being assigned or pledged) to secure the payment of all amounts owing under the Obligations;

WHEREAS, as a condition to entering into the Credit Agreement, the Administrative Agent, the Grantor and the Lenders require that the Grantor enter into this Patent and Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement. As used herein, the following terms shall have the following meanings:

"Patent" means all inventions (whether or not patentable), patent rights, shop rights, letters patent of the United States and other countries, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (a) all patent registrations, applications and recordings whether in the United States Patent and Trademark Office or in any similar office or

agency of the United States, any State thereof or any other country or political subdivision thereof, or any international agreement, or otherwise, and (b) all reissues, renewals, reexaminations, continuations, continuations-in-part, extensions, supplementary protection certificates, provisionals, and divisionals thereof.

“Trademark” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, domain names, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (except for any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act or a “Statement of Use” pursuant to Section 1(d) of the Lanham Act with respect thereto), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or any international agreement, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

“Patent and Trademark License” means any agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Patent and/or any Trademark.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral.

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby grants a continuing and unconditional security interest to the Administrative Agent, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under the following whether presently existing or hereafter created or acquired (the “Patent and Trademark Collateral”):

(a) all of its Patents, Trademarks, and Patent and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Trademark, and each Patent and Trademark License; and

(d) all products, proceeds, rents, profits, and royalties of the foregoing, including without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Patent, Trademark or any right under any Patent and Trademark License or (ii) injury to the goodwill associated with any Patent, Trademark or any Patent and Trademark License.

SECTION 3. Grantor Remains Liable. It is expressly agreed by the Grantor that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, Trademarks or Patent and Trademark Licenses, and shall hold the Administrative Agent harmless from any and all costs, damages, liabilities and expenses (including reasonable attorney fees incurred, if any) that may be incurred in connection with the Administrative Agent’s interest in such Patents, Trademarks or Patent and Trademark Licenses or any other action or failure to act in connection with this Patent and Trademark Security Agreement. The Grantor shall remain liable for any and all claims by any Person that the conduct of the Grantor’s business or products or processes of the Grantor infringe any rights of such person.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent and 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. If any provision hereof conflicts with any provision of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall control to the extent of such inconsistency.

SECTION 5. **Termination of Security Interest in Patent and Trademark Collateral.** Upon payment and satisfaction in full of the Obligations other than residual indemnification obligations and termination of all commitments relating thereto, the Administrative Agent shall release (or cause to be so released), without recourse upon or warranty by the Administrative Agent, and at the sole expense of the Grantor (including reasonable attorney fees incurred, if any), to the Grantor, against receipt therefor, all of the Administrative Agent's rights and interests in the Patent and Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Administrative Agent pursuant to the terms of the Security Agreement and not theretofore released to the Grantor, together with appropriate instruments of release.

SECTION 6. **Counterparts.** This Patent and Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Patent and Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Patent and Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

SECTION 7. **Notices.** All notices, demands, consents, statements, requests, approvals or other communications which are permitted or required to be given by either party to the other hereunder shall be in writing and shall be given as provided in Section 9.01 of the Credit Agreement.

SECTION 8. **Modifications.** This Patent and Trademark Security Agreement cannot be modified, changed or discharged except by an agreement in writing signed by the Grantor and the Administrative Agent.

SECTION 9. **Oral Agreements.** **ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (GRANTOR(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

SECTION 10. **Applicable Law.** **THIS PATENT AND TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF**

CONFLICTS) OF THE STATE OF MISSOURI, BUT GIVING EFFECT TO FEDERAL
LAWS APPLICABLE TO NATIONAL BANKS.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DPI, INC.

By: Paul Green
Name: Paul Green
Title: Chief Financial Officer and Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: Pamela D. Eskra
Title: Authorized Officer


IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DPI, INC.

By: _____
Name: Paul Green
Title: Chief Financial Officer and Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Pamela D. Eskra
Title: Authorized Officer

ACKNOWLEDGEMENT OF GRANTOR

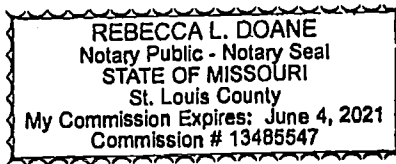
STATE OF Missouri
COUNTY OF City of St. Louis ss.

On this 30th day of March, 2018, before me personally appeared Paul Green, to me personally known, who, being by duly sworn, did say that he is the Chief Financial Officer and Secretary of DPI, INC., a Missouri corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Paul Green acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Rebecca Doane
Notary Public

My Commission expires:



SCHEDULE I

REGISTERED TRADEMARKS

Loan Party of Subsidiary	Trademark	Registration Date	Registration Number	Country
DPI, Inc.	SKY RIDER	10/03/2017	5299873	United States