

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velocitel, LLC		07/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	340 Madison Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2554164	VELOCITEL	
Registration Number:	2859874	VELOCITEL	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	215.864.8352		
Email:	shorem@ballardspahr.com		
Correspondent Name:	Michael S. Shore		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Michael S. Shore		
SIGNATURE:	/Michael S. Shore/		
DATE SIGNED:	07/18/2018		
Total Attachments: 4			
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CH \$65.00 2554164

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Velocitel, LLC, a Delaware limited liability company (the “Grantor”) with principal offices at 1150 First Avenue, Suite 600, King of Prussia, PA 19406, hereby grants to PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent, with principal offices at 340 Madison Avenue, 11th Floor New York, NY 10173 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (collectively, the “Marks”) set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to the Grantor’s use of the Marks, (iii) all reissues, continuations, extensions and renewals of the Marks and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the Marks, including damages, claims and payments for past, present or future infringements of the Marks, (v) all rights corresponding to the Marks throughout the world, (vi) all the goodwill of the business with which the Marks are associated and (vii) rights to sue for past, present and future infringements or dilutions of the marks or other injuries thereto.

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the ABL Pledge and Security Agreement dated as of July 18, 2018, among the Grantor, the other grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Pledge and Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the Liens granted to the Collateral Agent pursuant to this Grant and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Grant or any other Collateral Document, the terms of the ABL Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Collateral Agent acknowledges and agrees that the Grantor shall not be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the ABL Intercreditor Agreement.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Grant as of the date first written above.

Velocitel, LLC

By



Name: Elizabeth Downey
Title: Chief Administrative Officer

PNC BANK, NATIONAL ASSOCIATION,
as
Collateral Agent

by

Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Grant as of the date first written above.

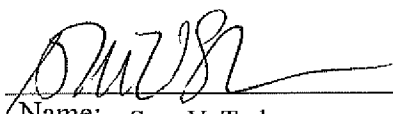
Velocitel, LLC

By

Name: Elizabeth Downey
Title: Chief Administrative Officer

PNC BANK, NATIONAL ASSOCIATION,
as
Collateral Agent

by



Name: Sara V. Traberman
Title: Senior Vice President

MARK

SERIAL /REG NO.

APP./REG. DATE

VELOCITEL	2,554,164	Dec. 13, 2000/ Mar. 26, 2002
VELOCITEL	2,859,874	Dec. 12, 2000/ Jul. 06, 2004