

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM482601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velocitel, LLC		07/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Collateral Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2554164	VELOCITEL	
Registration Number:	2859874	VELOCITEL	
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>			
Email:	emily.klump@clarivate.com		
Correspondent Name:	Gregory T. Pealer		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Emily Klump		
SIGNATURE:	/Emily Klump/		
DATE SIGNED:	07/19/2018		
Total Attachments: 5			
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source=Velocitel#page2.tif			
source=Velocitel#page3.tif			
source=Velocitel#page4.tif			

OP \$65.00 2554164

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Velocitel, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 18, 2018

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Fifth Third Bank, as Collateral Agent

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: OH

Country: USA Zip: 45263

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship USA
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☐ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4267480

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Gregory T. Pealer, for Chapman and Cutler LLP

July 18, 2018

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 FIFTH THIRD BANK, as Collateral Agent, with principal offices at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (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 Term 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

FIFTH THIRD BANK, as
Collateral Agent

by

Name:

Title:

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

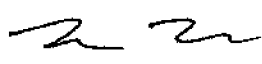
Velocitel, LLC

By

Name: Elizabeth Downey
Title: Chief Administrative Officer

FIFTH THIRD BANK, as
Collateral Agent

by



Name: Ben Brodsky
Title: Director

Schedule A

MARKSERIAL /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