

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TSC Acquisition Corporation		02/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Los Robles Avenue		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91001		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4739949	SURELINK MOBILE	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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:	404.853.8000		
Email:	juliemurphy@eversheds-sutherland.com		
Correspondent Name:	Eversheds Sutherland (US) LLP		
Address Line 1:	999 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	35304-0007		
NAME OF SUBMITTER:	Sidney Simms, Jr.		
SIGNATURE:	/Sidney Simms/		
DATE SIGNED:	10/10/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22nd day of February, 2018, by and between TSC Acquisition Corporation, a Delaware corporation (“Grantor”), and EAST WEST BANK, as agent for Lenders (as defined below) (“Bank”).

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of February 22, 2018, by and among TruConnect Communications, Inc., a Delaware corporation (together with Grantor, the “Borrowers” and each, individually, a “Borrower”), Grantor, Sage Telecom, Inc., a Texas corporation, the financial institutions party thereto from time to time (the “Lenders”) and Bank (as amended, modified, restated and supplemented from time to time, the “Credit Agreement”), Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.**

(a) All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) (i) “Trademarks” shall mean, collectively, all of Grantor’s trademarks, service marks, trade names, corporate and company names, business names, logos, trade dress, trade styles, other source of business identifiers, designs, domain names (to the extent such domain name constitutes a trade name, corporate or company name, business name, logo, trade dress, trade style, other source of business identifier or design), and general intangibles of a similar nature, whether under the laws of the United States or any other country or jurisdiction, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby.

(ii) “Trademark Intellectual Property License” shall mean an agreement (A) under which Grantor grants any right to any other Person under any Trademark owned by Grantor or which Grantor otherwise has the right to license to any other Person, or (B) granting any right to Grantor under any property of the type described in the definition of Trademark owned by any other Person, and all rights of Grantor under any such agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.**

Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving Grantor.

4. **CREDIT AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank’s continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

TSC ACQUISITION CORPORATION,
a Delaware corporation

By: 

Name: Matthew Johnson

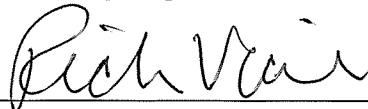
Title: Co-Chief Executive Officer

[Trademark Security Agreement – TSC Acquisition Corporation]

TRADEMARK
REEL: 006453 FRAME: 0111

ACCEPTED AND ACKNOWLEDGED BY:

EAST WEST BANK,
a national banking corporation

By: 

Name: Richard Vian

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

GRANTOR	COUNTRY	MARK	APPLICATION/ REGISTRATION	APPLICATION/ REGISTRATION
TSC Acquisition Corporation	USA	SURELINK MOBILE	86099371 / 4739949	10/23/2013 / 05/19/2015

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.