

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teligent, Inc.		12/13/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ACF FINCO I LP
Street Address:	560 White Plains Road
Internal Address:	Suite 400
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5096017	CEFOTAN
Registration Number:	4998936	DERMISEB
Registration Number:	4998937	HYLAMIX
Registration Number:	3407385	MIÀJ
Registration Number:	1609538	MICRO PEARLS
Registration Number:	0697028	NORFLEX
Registration Number:	5219063	TELIGENT
Registration Number:	5246980	TELIGENT
Serial Number:	86494924	AQUAMEPHYTON
Serial Number:	87924986	AQUAMEPHYTON

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395151

Email: michelle.raynes@morganlewis.com

Correspondent Name: Dana S. Gross

Address Line 1: 1111 Pennsylvania Avenue, NW

TRADEMARK

Address Line 4:	Washington, D.C. 20004
ATTORNEY DOCKET NUMBER:	107019.0086
NAME OF SUBMITTER:	Michelle S. Raynes
SIGNATURE:	/Michelle S. Raynes/
DATE SIGNED:	12/17/2018
Total Attachments: 7 source=Teligent Assignment of Trademark Security Interests -- First Lien SIGNED#page1.tif source=Teligent Assignment of Trademark Security Interests -- First Lien SIGNED#page2.tif source=Teligent Assignment of Trademark Security Interests -- First Lien SIGNED#page3.tif source=Teligent Assignment of Trademark Security Interests -- First Lien SIGNED#page4.tif source=Teligent Assignment of Trademark Security Interests -- First Lien SIGNED#page5.tif source=Teligent Assignment of Trademark Security Interests -- First Lien SIGNED#page6.tif source=Teligent Assignment of Trademark Security Interests -- First Lien SIGNED#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of December, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ACF FINCO I LP, a Delaware limited partnership, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Revolving Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among TELIGENT, INC., a Delaware corporation (the "Borrower"), its Subsidiaries signatory thereto as guarantors or hereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), and the Administrative Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Grantor and certain other affiliates of the Grantor have executed and delivered a Security Agreement, dated as of December 13, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Administrative Agent, for the benefit of each member of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such 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 IP Licenses, excluding any Excluded Collateral, 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 IP License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP 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 IP License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Event of Default under Section 10.01(h) of the Credit Agreement involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Collateral Agent's continuing security interest in all 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.

7. CONSTRUCTION. This Trademark Security Agreement shall be subject to all of the terms and conditions set forth in Section 1.02 of the Credit Agreement, *mutatis mutandis*.

8. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY

APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; THE COURTS OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND APPELLATE COURTS FROM ANY THEREOF; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ADMINISTRATIVE AGENT'S OPTION, WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. ADMINISTRATIVE AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADMINISTRATIVE AGENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS GUARANTEE OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

11. INTERCREDITOR AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of Administrative Agent are subject to the provisions of the Intercreditor Agreement dated as of December 13, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between ACF Finco I LP, as First Lien Agent, and Ares Capital Corporation, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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.

GRANTORS:

TELIGENT, INC.,
a Delaware corporation

By: 

Name: Jason Grenfell-Gardner
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP,
a Delaware limited partnership

By: _____


Name:


Title:

Ryan Cascade
Duly Authorized Signatory


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks Owned

OWNER	MARK	COUNTRY	CLASS	SERIAL NO.	REG. NO.
Teligent, Inc. (DELAWARE CORP.)	CEFOTAN	United States (Federal)	5	86441285	5096017
Teligent, Inc. (DELAWARE CORP.)	DERMISEB	United States (Federal)	3, 5	86405435	4998936
Teligent, Inc. (DELAWARE CORP.)	HYLAMIX	United States (Federal)	3, 5	86405450	4998937
Igi, Inc. (DELAWARE CORP.)	MIAJ	United States (Federal)	3, 5	78979529	3407385
Teligent, Inc. (DELAWARE CORP.)	MICRO PEARLS	United States (Federal)	5	73799180	1609538
Teligent, Inc. (DELAWARE CORP.)	NORFLEX	United States (Federal)	5	72084095	697028
Teligent, Inc. (DELAWARE CORP.)	TELIGENT	United States (Federal)	5, 40	86671507	5219063
Teligent, Inc. (DELAWARE CORP.)	TELIGENT and Design 	United States (Federal)	40	86746878	5246980
Teligent, Inc.	TELIGENT	European Union	5, 40	014696322	0146963 22

Teligent, Inc.	Teligent and Design 	European Union	5, 40	014696314	0146963 14
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Trademark Applications Owned:

OWNER	MARK	COUNTRY	CLASS	APPLICATION NO.
Teligent, Inc. (DELAWARE CORP.)	AQUAMEPHYTON	United States (Federal)	5	86494924
Teligent, Inc. (DELAWARE CORP.)	AQUAMEPHYTON	United States (Federal)	5	87924986
Teligent, Inc. (DELAWARE CORP.)	KEFZOL	United States (Federal)	5	86881068
Teligent, Inc. (DELAWARE CORP.)	NOVASOME	United States (Federal)	1	87179977
Teligent, Inc. (DELAWARE CORP.)	TENSILON	United States (Federal)	5	86889800
Teligent, Inc.	TELIGENT	Canada	5, 40	1745913
Teligent, Inc.	TELIGENT and Design 	Canada	5, 40	1751140

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