

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart City Networks, Limited Partnership		11/20/2018	Limited Partnership: FLORIDA
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Collateral Agent		
Street Address:	430 Park Avenue		
Internal Address:	14th Floor, Attn: Heather McNally		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5390430	EVENTPATH	
Registration Number:	4808957	H HOOPLA!	
Registration Number:	4704163	SMART CITY NETWORKS	
Registration Number:	4704162	SMART CITY NETWORKS	
Registration Number:	4548302	IN A HECTIC WORLD, WE PROVIDE PEACE OF M	
Registration Number:	4499653	CONVENTION COMMUNICATION PROVISIONERS	
Registration Number:	4000063	SMARTCITY	
Registration Number:	3977449	APPBURST	
Registration Number:	3939350	SMART CITY	
Registration Number:	3935859	EVENTPATH	
Registration Number:	2682628	MAKING THE WORLD SMARTER. ONE CITY AT AT	
Registration Number:	2534653	SMARTCITY	
Registration Number:	2483275	SMART CITY	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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>			

OP \$340.00 5390430

Phone: 7043311000
Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com
Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 044837.000014

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 01/07/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 20, 2018 (this “Agreement”), among Smart City Networks, Limited Partnership (the “Grantor”) and Churchill Agency Services LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of November 20, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Sapphire Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), Sapphire Telecom, Inc., a Delaware corporation (“Telecom”), Sapphire Convention, Inc., a Delaware corporation (“Convention”; and together with Telecom, the “Borrowers” and each individually, a “Borrower”), Churchill Agency Services LLC, as Administrative Agent, the Lenders party thereto, and Teachers Insurance and Annuity Association of America, as the LC Intermediary and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrowers, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to, and the LC Intermediary has agreed to cause the Issuing Banks to, extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the LC Intermediary to cause the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of such Grantor’s Trademarks, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall


execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the pledge, grant, collateral assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SMART CITY NETWORKS, LIMITED
PARTNERSHIP, as a Grantor

By: 
Name: James D. Pearson
Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**SMART CITY NETWORKS, LIMITED
PARTNERSHIP**, as a Grantor

By: _____

Name:

Title:

CHURCHILL AGENCY SERVICES LLC, as
Collateral Agent

By:  _____

Name: George Kufeson

Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006518 FRAME: 0106**

**SCHEDULE I TO THE
TRADEMARK SECURITY AGREEMENT**

SCHEDULE I

TRADEMARK COLLATERAL

**Smart City Networks, Limited Partnership
(Florida Limited Partnership)**

U.S. Trademarks

Mark	Reg. No.	Reg. Date
EVENTPATH and Design	5390430	01/30/18
H HOOPLA and Design	4808957	09/08/15
SMART CITY NETWORKS and Design	4704163	03/17/15
SMART CITY NETWORKS	4704162	03/17/15
IN A HECTIC WORLD, WE PROVIDE PEACE OF MIND	4548302	06/10/14
CONVENTION COMMUNICATION PROVISIONERS	4499653	03/18/14
SMARTCITY and Design	4000063	07/26/11
APPBURST	3977449	06/14/11
SMART CITY	3939350	04/05/11
EVENTPATH	3935859	03/22/11
MAKING THE WORLD SMARTER. ONE CITY AT ATIME.	2682628	02/04/03
SMARTCITY and Design	2534653	01/29/02
SMART CITY	2483275	08/28/01