

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart City Telecommunications LLC		11/20/2018	Limited Liability Company: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3397091	ONE SIMPLE CONNECTION	
Registration Number:	2195450	WD	
Registration Number:	2189756	WARP DRIVE	
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>			
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		

OP \$90.00 3397091

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 20, 2018 (this “Agreement”), among Smart City Telecommunications LLC (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 TELECOMMUNICATIONS LLC,
as a Grantor

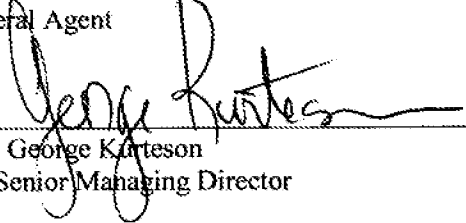
By: 
Name: James D. Pearson
Title: Vice President and Secretary

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

**SMART CITY TELECOMMUNICATIONS LLC, as
a Grantor**

By: _____
Name:
Title:

**CHURCHILL AGENCY SERVICES LLC, as
Collateral Agent**

By: 
Name: George Kurtson
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006518 FRAME: 0116**

**SCHEDULE I TO THE
TRADEMARK SECURITY AGREEMENT**

SCHEDULE I

TRADEMARK COLLATERAL

**Smart City Telecommunications LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Mark	Reg. No.	Reg. Date
ONE SIMPLE CONNECTION	3397091	03/18/08
WD and Design	2195450	10/13/98
WARP DRIVE	2189756	09/15/98