

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Globecomm Systems Inc.		12/14/2018	Corporation: DELAWARE
Globecomm Services Maryland LLC		12/14/2018	Limited Liability Company: MARYLAND
Telaurus Communications LLC		12/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2455640	AXSYS	
Registration Number:	2373449	CES2001	
Registration Number:	2189758	CTF 2001	
Registration Number:	3510333	GLOBECOMM	
Registration Number:	2676336	GSI	
Registration Number:	2676334	GSI	
Registration Number:	4827392	NIMBUS	
Registration Number:	2695797	SE@COMM	
Registration Number:	2713526	SE@COMM	
Registration Number:	4325264	SE@FLEX	
Registration Number:	3113355	SKYBORNE	
Registration Number:	3113813	SPYGLASS CMS	
Registration Number:	2792870	TELAURUS	
Registration Number:	2751371	TELAURUS COMMUNICATIONS	
Registration Number:	4250432	TEMPO	
Registration Number:	4218235	TOMCAT	

CH \$490.00 2455640

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3860383	CACHENDO TAKING IT HIGHER
Registration Number:	5315345	THE SMARTEST CONNECTIVITY. ANYONE TO ANY
Serial Number:	87754133	CONNECTING ANYONE TO ANYTHING, ANYWHERE.

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2822

NAME OF SUBMITTER: Amy Lehrburger

SIGNATURE: /Amy Lehrburger/

DATE SIGNED: 01/11/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 14, 2018 (this “**Agreement**”), among each of the Guarantors (as defined in the Facility Agreement (as defined below) identified on Schedule I hereto (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”), and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) SpeedCast International Limited (ACN 600 699 241), a company organized under the laws of Australia and registered in Victoria, Australia (the “**Company**”), the financial institutions party thereto as lenders, Credit Suisse AG, Cayman Islands Branch, acting as administrative agent, security trustee and Collateral Agent, amongst others, are parties to a Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Facility Agreement**”).
- (B) Grantors are party to a Pledge and Security Agreement, dated as of May 15, 2018, in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Facility Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of all Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by or licensed to any Grantor;
- (b) all Patents owned by or licensed to any Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by or licensed to any Grantor, including those referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

- (d) all Intellectual Property Licenses to which such Grantor is a party;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

Section 5 Governing Law

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 6 Counterparts; Effectiveness

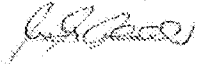
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other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

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

GRANTORS:

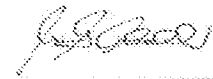
GLOBECOMM SYSTEMS INC.

By: 
Name:
Title: President

[Signature Page to Intellectual Property Security Agreement]

GRANTORS (CONT'D):

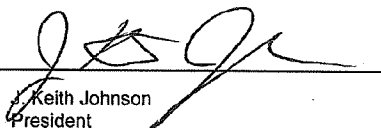
GLOBECOMM SERVICES MARYLAND LLC

By: 
Name: _____
Title: President

[Signature Page to Intellectual Property Security Agreement]

GRANTORS (CONT'D):

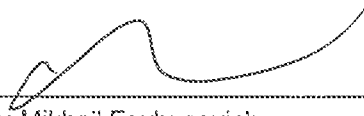
TELAURUS COMMUNICATIONS LLC

By: 
Name: Keith Johnson
Title: President

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND AGREED BY:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Michael Del Genio
Title: Authorized Signatory

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

GRANTORS

1. Globecomm Systems Inc.
2. Globecomm Services Maryland LLC
3. Telaurus Communications LLC

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

Patents

Grantor	Title	Reg. No. or Appln. No.	Date
Globecomm Systems Inc.	MONITOR AND CONTROL SYSTEM FOR SATELLITE COMMUNICATION NETWORKS AND THE LIKE	6,535,716	Filed 06/15/99 Issued 03/18/03
Globecomm Systems Inc.	TECHNIQUES FOR IMPLEMENTING TELEPHONIC, FAX, AND/OR DATA COMMUNICATIONS USING INTERNET PROTOCOLS AND SATELLITE LINKS	7,103,017	Filed 01/30/01 Issued 09/05/06
Globecomm Systems Inc.	DISTRIBUTED SATELLITE BASED COMMUNICATIONS NETWORK AND METHOD OF PROVIDING INTERACTIVE COMMUNICATIONS SERVICES USING THE SAME	9148216	Filed 07/23/04 Issued 09/29/15
Globecomm Systems Inc.	MEDIA CONTROL SYSTEM, PLATFORM AND METHOD	13/421,831	Filed 03/15/12
Globecomm Services Maryland LLC	DISH ANTENNA KIT INCLUDING ALIGNMENT TOOL AND METHOD OF USE THEREOF	7,138,957	Filed 06/02/2005 Issued 11/21/2006
Globecomm Services Maryland LLC	DISH ANTENNA KIT INCLUDING ALIGNMENT TOOL AND METHOD OF USE THEREOF	7,050,015	Filed 08/11/2003 Issued 05/23/2006
Globecomm Systems Inc.	ARTICLE, INTEGRATED DEVICE, APPARATUS AND METHOD FOR MOUNTING A SATELLITE FEED STRUCTURE TO AN ANTENNA REFLECTOR UNIT	9,812,761	Filed 01/06/2015 Issued 11/07/2017

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

Grantor	Title	Reg. No. or Appln. No.	Date
Globecomm Systems Inc.	AXSYS	2455640	05/29/2001
Globecomm Systems Inc.	CES2001	2373449	08/01/2000
Globecomm Systems Inc.	CTF 2001	2189758	09/15/1998
Globecomm Systems Inc.	GLOBECOMM	3510333	10/07/2008
Globecomm Systems Inc.	GSI	2676336	01/21/2003
Globecomm Systems Inc.	GSI (Stylized)	2676334	01/21/2003
Globecomm Systems Inc.	NIMBUS	4827392	10/06/2015
Telaurus Communications LLC	SE@COMM	2695797	03/11/2003
Telaurus Communications LLC	SE@COMM & DESIGN	2713526	05/06/2003
Telaurus Communications LLC	SE@FLEX	4325264	04/23/2013
Globecomm Systems Inc.	SKYBORNE	3113355	07/11/2006
Globecomm Systems Inc.	SPYGLASS CMS	3113813	07/11/2006
Telaurus Communications LLC	TELAURUS (Stylized) & DESIGN	2792870	12/09/2003
Telaurus Communications LLC	TELAURUS COMMUNICATIONS	2751371	08/12/2013
Globecomm Systems Inc.	TEMPO ENTERPRISE MEDIA PLATFORM (Stylized)	4250432	11/27/2012
Globecomm Systems Inc.	TOMCAT	4218235	10/02/2012
Globecomm Systems Inc.	CACHENDO TAKING IT HIGHER & DESIGN	3860383	10/12/2010
Globecomm Systems Inc.	THE SMARTEST CONNECTIVITY. ANYONE TO ANYTHING, ANYWHERE.	5315345	10/24/2017
Globecomm Systems Inc.	CONNECTING ANYONE TO ANYTHING, ANYWHERE	87754133	01/12/2018