

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpeedCast Limited		05/15/2018	Corporation: HONG KONG
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2678546	SPEEDCAST	
Serial Number:	87480895	SPEEDCAST THE CRITICAL COMMUNICATIONS CO	
Serial Number:	87587381	GO4SPEED	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	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:	01/16/2019		
Total Attachments: 11			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 15, 2018 (this "**Agreement**"), between SpeedCast Limited, a company incorporated under the laws of Hong Kong with its registered office at 2405-08 Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong and company registration number 0687568 (the "**Grantor**"), and Credit Suisse AG, Cayman Islands Branch, as Security Trustee (as defined below) for the Secured Parties (as defined in the Facility Agreement referred to below).

RECITALS

- (A) SpeedCast International Limited, an Australian company with registration number 600 699 241 (the "**Company**"), the financial institutions party thereto as lenders (each individually referred to as a "**Lender**" and collectively as "**Lenders**"), Credit Suisse AG, Cayman Islands Branch, acting as administrative agent (in such capacity, the "**Administrative Agent**"), as collateral agent (in such capacity, the "**Collateral Agent**") and as security trustee (in such capacity, the "**Security Trustee**"), 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**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (B) The Grantor is a party to a deed entitled "Security Agreement", dated as of May 15, 2018, under which it grants security in favor of the Security Trustee (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Security Agreement**").
- (C) In consideration of the conditions and agreements set forth in the Facility Agreement, the 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 1.1 Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Facility Agreement and used herein have the meaning given to them in the Facility Agreement. Terms used herein that are defined in the UCC but not defined herein or in the Facility Agreement have the meanings given to them in the UCC. As used herein:

"**Copyrights**" means all United States copyrights and all mask works fixed in semi-conductor chip products (as defined in 17 U.S.C. § 901(a)(1)), whether registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world, all registrations and applications therefor including the registrations and applications referred to in Schedule I under the heading "Copyrights", all rights and privileges corresponding thereto throughout the world, whether as author, assignee, transferee or otherwise, all registrations and applications for registration, including extensions, continuations, reissues and renewals of any thereof, the right to sue for past, present and future infringements of any of the foregoing, and all Proceeds of the foregoing, including, with respect to the foregoing, Proceeds from licenses, royalties, fees, income, payments, claims, damages and Proceeds of suit, including registrations, recordings, supplemental registrations and pending applications for registration in the relevant IP Filing Office.

"**Enforcement Event**" means an Event of Default that has occurred that is continuing or any acceleration of all or any portion of the Loans and/or Revolving Credit Exposure pursuant to the last paragraph of Section 7.01 of the Facility Agreement.

"**Filing**" means, to the extent the same is still in effect, (a) any UCC financing statement (including continuation statements and amendment statements, as applicable) or (b) any analogous filing, registration or record under applicable law, in each case covering any Intellectual Property Collateral (including any security agreement or other written agreement in which the Grantor grants a security interest in or collateral assignment of any Intellectual

Property Collateral) that is filed, registered or recorded with any governmental, municipal or other office (including any relevant IP Filing Office).

"Intellectual Property" means, collectively, the Copyrights, the Patents, the Trademarks and the Trade Secrets.

"Intellectual Property Collateral" has the meaning assigned to that term in Section 2.

"Intellectual Property Licenses" means, collectively, any and all written agreements providing for the granting of any right in or to any Intellectual Property (whether the Grantor is licensee or licensor thereunder), and all renewals and extensions thereof.

"IP Filing Office" means, as applicable, the United States Patent and Trademark Office and/or the United States Copyright Office.

"IP Registrations" means (i) registrations of Patents, Trademarks and Copyrights and (ii) applications of registration or publication thereof, in each case made with the relevant IP Filing Office.

"Notified Event of Default" means (i) an Event of Default that has occurred and is continuing in respect of which any Agent or the Required Lenders has served a notice on any Borrower under and in accordance with the Facility Agreement or (ii) any acceleration of all or any portion of the Loans and/or Revolving Credit Exposure pursuant to the last paragraph of Section 7.01 of the Facility Agreement.

"Patents" means all United States patents and applications therefor throughout the world, including each patent and patent application referred to in Schedule II under the heading "Patents", all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights and privileges corresponding thereto throughout the world, the right to sue for past, present and future infringements of any of the foregoing, and all Proceeds of the foregoing, including, with respect to the foregoing, Proceeds from licenses, royalties, fees, income, payments, claims, damages, and suit.

"Security Trust Deed" means the document entitled "Security Trust Deed" dated on or about the date of this Agreement executed as a deed poll by the Security Trustee.

"Trade Secrets" means all trade secrets, and all other confidential or proprietary information and know-how protectable by applicable law, now or hereafter owned or used in, or contemplated for use in, the business of the Grantor, whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, the right to sue for past, present and future infringement of any Trade Secret, and all Proceeds of the foregoing, including Proceeds from licenses, royalties, fees, income, payments, claims, damages and suit.

"Trademarks" means all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade dress, service marks, certification marks, collective marks and logos, words, terms, names, symbols, designs and general intangibles of a like nature, in each case that are source or business identifiers and any other source or business identifiers, all registrations and applications for any of the foregoing, including the registrations and applications referred to in Schedule III under the heading "Trademarks", all extensions, continuations, reissues or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including Proceeds from licenses, royalties, fees, income, payments, claims, damages and suit.

"UCC" means the Uniform Commercial Code enacted in the State of New York, as in effect from time to time; **provided that** if by reason of mandatory provisions of law, the attachment, perfection, the effect of perfection or non-perfection, priority of a security interest or remedy is governed by the personal property security laws of any jurisdiction other than New York, "UCC" shall mean those personal property security laws as in effect, from time to time, in such other

jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection, priority or remedy and for the definitions related to such provisions.

Section 1.2 Rules of Interpretation; Rules of Construction

- (a) The rules of construction set forth in Section 1.02(a) of the Facility Agreement apply equally to this Agreement, *mutatis mutandis*.
- (b) If any conflict or inconsistency exists between this Agreement and the Facility Agreement (other than with respect to Section 2 hereof), the Facility Agreement shall govern. If any conflict or inconsistency exists between this Agreement and any other Loan Document other than the Facility Agreement, this Agreement shall govern.
- (c) Unless the context requires otherwise (i) any reference herein to any Person will be construed to include such Person's successors and permitted assigns, (ii) the words "herein," "hereof" and "hereunder," and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iii) all references herein to Sections, Exhibits and Schedules will be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement, and (iv) all obligations of the Grantor hereunder will be satisfied by the Grantor at its sole cost and expense.
- (d) This Agreement shall constitute a "Security Document" as such term is defined in the Facility Agreement.

Section 1.3 Limitation of Liability and Capacity

- (e) The Security Trustee enters into this Agreement solely in its capacity as Security Trustee under the Security Trust Deed and in no other capacity.
- (f) Clause 3.18 of the Security Trust Deed is incorporated into this Agreement as though a reference in that clause to "this Deed Poll" is a reference to this Agreement; and
- (g) The Security Trustee's liability, powers and obligations are set out in the manner of the Security Trust Deed and Section 8.01 of the Facility Agreement as if set out in this Agreement in full.

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, the Grantor hereby pledges, collaterally assigns, transfers and grants to the Security Trustee, 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 the 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 the Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by or licensed to the Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by or licensed to the 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 the Grantor is a party;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by the 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 the Grantor will not be deemed to have granted a security interest in or Lien on, any of its right, title or interest in any and all of the following property (the "**Excluded Property**"): any Intellectual Property if the grant of such security interest would constitute or result in the abandonment of, invalidation of, voiding or rendering unenforceable any of its right, title or interest therein or result in a breach of the terms of, or constitute a default under any Intellectual Property License or other legally binding agreement related to such Intellectual Property.

Section 4 Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Trustee pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Trustee 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 Security Agreement; provided that this Section 4 and such acknowledgment and affirmation shall not in any way limit the rights and remedies of the Security Trustee set forth herein.

Section 5 Certain Covenants and Agreements

- (a) The Grantor will take all actions reasonably necessary or, as the Security Trustee may from time to time reasonably request, (i) to ensure the recordation of appropriate evidence of the security interest and Liens granted hereunder in the Intellectual Property with any IP Filing Office in which said Intellectual Property is registered or in which an application for registration is pending or (ii) to enable the Security Trustee to exercise and enforce its rights hereunder or under the Security Agreement with respect to any Intellectual Property Collateral.
- (b) If the Grantor, either itself or through any agent, employee, licensee or designee, files any application for any material IP Registration with the relevant IP Filing Office, the Grantor will notify the Security Trustee in writing (which notice shall include a description of such IP Registration, together with the relevant application or registration date, numbers and IP Filing Office) and, upon reasonable request of the Security Trustee, will execute and deliver a supplement hereto or a U.S. intellectual property security agreement with respect thereto in a form reasonably acceptable to the Security Trustee.
- (c) To the extent permitted by applicable law, the Grantor hereby authorizes the Security Trustee to make Filings in all jurisdictions and with all filing offices as the Security Trustee may reasonably determine, in its reasonable discretion, are necessary or advisable to perfect the security interest and Liens granted to the Security Trustee herein, without the signature of the Grantor. Such Filings may describe the Intellectual Property Collateral in the same manner as described herein or may contain an indication or description of the Intellectual Property Collateral that describes such property in any other manner as the Security Trustee may determine, in its reasonable discretion, is necessary, advisable or prudent to ensure the perfection of the security interest and Liens in the Intellectual Property Collateral granted to the Security Trustee herein in the United States, including describing such property as "all assets now owned or hereafter acquired" or "all personal property now owned or hereafter acquired" or similar language.

Section 6 Remedies

- (a) Upon the occurrence and during the continuance of an Enforcement Event, the Security Trustee may exercise in respect of the Intellectual Property Collateral, in addition to all

other rights and remedies provided for herein, in the Security Agreement or otherwise available to it at law or in equity, all the rights and remedies of a "Secured Party" (as defined in the UCC) on default under the UCC (whether or not the UCC applies to the affected Intellectual Property Collateral) or any other applicable law, and also may pursue any of the following separately, successively or simultaneously:

- (i) with respect to any Intellectual Property Collateral consisting of Intellectual Property or an Intellectual Property License, on demand, cause any security interest and Liens granted herein to become an assignment, transfer and conveyance of any or all of such Intellectual Property Collateral by the Grantor to the Security Trustee, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Intellectual Property Collateral throughout the world on such terms and conditions and in such manner as the Security Trustee may determine (other than where such assignment, transfer, conveyance, license or sublicense would constitute a breach or violation of any then-existing Intellectual Property Licenses or any other licensing arrangements to the extent that waivers cannot be obtained or to the extent such assignment, transfer or conveyance would impair the validity or enforceability of, or result in the abandonment of, such Intellectual Property or Intellectual Property License);
 - (ii) without prior notice (except as specified herein and otherwise in accordance with the terms of the UCC), sell, assign, lease, license (on an exclusive or non-exclusive basis) or otherwise dispose of the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale or at any broker's board or on any securities exchange, at any of the Security Trustee's offices or elsewhere, for Cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Security Trustee may deem commercially reasonable; provided that (i) upon consummation of any such sale the Security Trustee will have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Intellectual Property Collateral so sold, (ii) each such purchaser at any such sale will hold the property sold absolutely, free from any claim or right on the part of the Grantor, and (iii) the Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal that the Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted; and
 - (iii) may notify or require a Grantor to notify any counterparty to any Intellectual Property License to make all payments thereunder directly to the Security Trustee.
- (b) Upon the occurrence and during the continuance of a Notified Event of Default, the Grantor will use commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Intellectual Property License to effect the assignment of all of the Grantor's right, title and interest thereunder to the Security Trustee or its designee.

For the purpose of enabling the Security Trustee to exercise rights and remedies under this Section 6 at such time as the Security Trustee is lawfully entitled to exercise such rights and remedies, the Grantor hereby grants to the Security Trustee, exercisable only upon the occurrence and during the continuance of a Notified Event of Default, an irrevocable (except for failure to comply with the terms and conditions set forth herein), non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sub-license, on a non exclusive basis only, any of the Intellectual Property Collateral (other than where such use, license, or sublicense would constitute a breach or violation of any then existing Intellectual Property Licenses or any other license arrangements), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of the Grantor to avoid the risk of abandonment, invalidation, unenforceability or dilution of such Trademark, now owned or hereafter

acquired by the Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. Such license to the Security Trustee may be exercised, at the option of the Security Trustee, only upon the occurrence and during the continuance of an Event of Default; provided that any license, sub-license or other transaction entered into by the Security Trustee in accordance herewith will be binding upon the Grantor.

Section 7 Termination; Release

The security interest and Liens granted hereunder may be terminated in whole or in part in accordance with Section 9.25 of the Facility Agreement or as otherwise permitted pursuant to the Agreed Security Principles.

Section 8 Governing Law; Waiver of Jury Trial; Jurisdiction, Etc.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. SECTIONS 9.11, 9.12, 9.13, 9.14 AND 9.15 OF THE FACILITY AGREEMENT ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH SPECIFICALLY SET FORTH HEREIN.

The Security Trustee's liability, powers and obligations are set out in the manner of Section 8.01 of the Facility Agreement as if set out in this Agreement in full.

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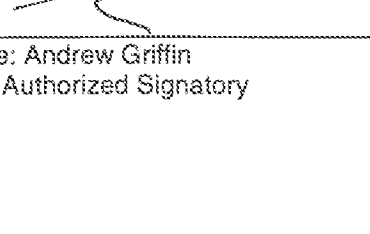
IN WITNESS WHEREOF, the Grantor has caused this U.S. Intellectual Property Security Agreement to be duly executed and delivered by its officers or representatives thereunto duly authorized as of the date first written above.

SpeedCast Limited,
as Grantor

By: 
Name: DOMINIC GUNGELL
Title: DIRECTOR

ACCEPTED AND AGREED BY:

Credit Suisse AG, Cayman Islands Branch,
as Security Trustee

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Andrew Griffin
Title: Authorized Signatory

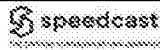
**SCHEDULE I TO THE U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT
U.S. COPYRIGHT REGISTRATIONS**

Grantor	Title	Reg. No. or Appln. No.	Date
None.			

SCHEDULE II TO THE U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT
U.S. PATENT REGISTRATIONS

Grantor	Title	Reg. No. or Appln. No.	Date
None.			

**SCHEDULE III TO THE U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT
U.S. TRADEMARK REGISTRATIONS**

Type of Trademarks	Type of Trademarks	Country	Class	Date of Registration (dd/mm/yyyy)	Renewal Date (dd/mm/yyyy)	Owner
SpeedCast	2678546	United States	38	21/01/2003	23/01/2023	Speedcast Limited
	87480895	United States	9, 35, 37, 38, & 42			Speedcast Limited
GO4SPEED	87587381	United States	9, 35, 37, 38, & 42			Speedcast Limited