

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPRING COMMUNICATIONS HOLDING, LLC		01/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK		
Street Address:	211 Perimeter Center Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	National Banking Association: GEORGIA		
Name:	SUNTRUST BANK		
Street Address:	211 Perimeter Center Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30324		
Entity Type:	National Banking Association: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3871927	S FACTOR	
Registration Number:	3447050	SPRING	
Registration Number:	3756823	SPRING MOBILE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		

CH \$90.00 3871927

NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	01/18/2019
Total Attachments: 6 source=SunTrust Prime - Trademark Security Agreement (Executed)#page1.tif source=SunTrust Prime - Trademark Security Agreement (Executed)#page2.tif source=SunTrust Prime - Trademark Security Agreement (Executed)#page3.tif source=SunTrust Prime - Trademark Security Agreement (Executed)#page4.tif source=SunTrust Prime - Trademark Security Agreement (Executed)#page5.tif source=SunTrust Prime - Trademark Security Agreement (Executed)#page6.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 16, 2019 (this "Security Agreement"), is made by SPRING COMMUNICATIONS HOLDING, LLC, a Delaware limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Prime Communications, L.P., a Texas limited partnership (the "Borrower"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of January 16, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of January 16, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement**. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

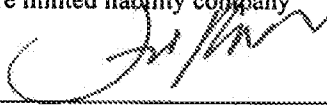
Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPRING COMMUNICATIONS HOLDING, LLC, a
Delaware limited liability company

By: 
Name: Farid Virani
Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____
Name:
Title:

[Signature Page to
Trademark Security Agreement]

TRADEMARK
REEL: 006529 FRAME: 0674

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

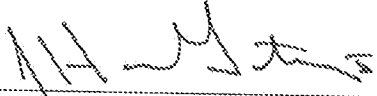
SPRING COMMUNICATIONS HOLDING, LLC, a
Delaware limited liability company

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By:  _____
Name: J. Haynes Gentry III
Title: Director

[Signature Page to
Trademark Security Agreement]

TRADEMARK
REEL: 006529 FRAME: 0675

ACKNOWLEDGMENT OF GRANTOR

State of _____)
County of _____) ss.

On this ____ day of _____, 20__ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Mark	Date of Registration Issuance	Registration Number	Jurisdiction	Owner
S FACTOR	11/9/2010	3,871,927	United States (Federal)	Spring Communications Holding, LLC
SPRING and Design 	6/10/2008	3,447,050	United States (Federal)	Spring Communications Holding, LLC
SPRING MOBILE	3/9/2010	3,756,823	United States (Federal)	Spring Communications Holding, LLC
SPRING COMMUNICATIONS	02/12/2014	20141441416	Wisconsin	Spring Communications Holding, LLC
SPRING MOBILE	2/12/2014	20141441415	Wisconsin	Spring Communications Holding, LLC