

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTSKY NETWORKS, LLC		02/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87790016	S	
Serial Number:	87790012	SMARTSKY	
Serial Number:	87355071	S SMARTSKY SELECT	
Serial Number:	87355049	SMARTSKY SELECT	
Serial Number:	87278890	SKYTELLIGENCE	
Serial Number:	85846711	SMARTSKY NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	25405 / 014		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		

CH \$165.00 87790016

DATE SIGNED:	02/04/2019
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”) is made this 1 day of February 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the “**Grantors**”), and Wilmington Savings Fund Society, FSB, in its capacity as Agent for the Secured Parties (in such capacity, “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 1, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable), by and among Borrower, the lenders from time to time party thereto (collectively, the “**Lenders**”, and together with Agent, the “**Secured Parties**”) and Agent, and the related Loan Documents, Borrower wishes to obtain financing from the Lenders;

WHEREAS, the Secured Parties have agreed to extend a senior secured term loan facility to Borrower, on the terms and subject to the conditions specified in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement dated as of February 1, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Borrower, the other parties that become a party thereto from time to time as Grantors and Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Trademark Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on (subject only to Permitted Liens) all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of the registered Trademarks and applications therefor (other than applications filed on an “intent-to-use” basis) owned by such Grantor including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions,

modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, the foregoing Trademarks; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any such Trademark, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property license with respect to any such Trademark.

(f) Notwithstanding any other provision set forth herein, this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is likely to result in the forfeiture of Grantor's rights in any trademark application filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.), to the extent that granting a security interest or other lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application.

3. Security for Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by such Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. Authorization to Supplement. If any Grantor shall obtain exclusive rights to any new Trademark registrations or applications therefor, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give notice in writing to Agent and the Lenders with respect to any such additional Trademark registration granted after the date hereof in accordance with the Security Agreement and thereafter shall amend Schedule I to include any such new Trademark registration or applications therefor owned by Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral (including, without limitation, the registered Trademark Collateral) whether or not listed on Schedule I.

6. Termination. Upon the termination of the Security Agreement, subject to Section

7.18 of the Security Agreement, Agent shall promptly, upon request from such Grantor and at such Grantors sole expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

7. Counterparts. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. Construction. Unless otherwise specified, references in this Trademark Security Agreement to a Section, subsection, clause or Schedule refer to such Section, subsection, clause or Schedule as contained in this Trademark Security Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including all Schedules, as the same may from time to time be amended, restated, modified or supplemented, and not to any particular Section, subsection or clause contained in this Trademark Security Agreement or any such Schedule. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context requires otherwise, (1) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth in any Loan Document), (2) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (3) any reference to any Person includes their respective successors and assigns (to the extent and only to the extent permitted by the Loan Documents) or, in the case of governmental Persons, Persons succeeding to the relevant functions of such Persons. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. Successors in Interest. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Agent and the other Secured Parties, to the benefit of Agent and the other Secured Parties and their respective successors and assigns.

10. Governing Law; Waiver of Jury Trial. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. The terms of Section 11 of the

Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

11. MISCELLANEOUS. The terms and provisions of Article 10 (Notices), Sections 8.6 (Remedies Cumulative), 12.2 (Indemnification), 12.4 (Severability of Provisions), 12.5 (Amendments and Waivers) and 12.8 (Survival) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. The Agent shall have the same rights, protections, indemnities and immunities with respect to this Trademark Security Agreement as if is afforded under the Credit Agreement as if set forth herein, in addition to those set forth herein.

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IN WITNESS WHEREOF, each 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.

GRANTORS:

SMARTSKY NETWORKS, LLC

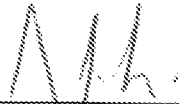
By: 
Name: Haynes G. Griffin
Title: Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 006548 FRAME: 0717

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
AS AGENT

By: 
Name: Geoffrey J. Lewis
Title: Vice President

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 006548 FRAME: 0718

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
SMARTSKY NETWORKS, LLC	United States of America	S LOGO (Stylized)	87/790,016	Feb 8, 2018
SMARTSKY NETWORKS, LLC	United States of America	SMARTSKY	87/790,012	Feb 8, 2018
SMARTSKY NETWORKS, LLC	United States of America	S SMARTSKY SELECT and Design	87/355,071	Mar 1, 2017
SMARTSKY NETWORKS, LLC	United States of America	SMARTSKY SELECT	87/355,049	Mar 1, 2017
SMARTSKY NETWORKS, LLC	United States of America	SKYTELLIGENCE	87/278,890	Dec 22, 2016
SMARTSKY NETWORKS, LLC	United States of America	SMARTSKY NETWORKS	85/846,711	Feb 11, 2013