

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHYTHMLINK INTERNATIONAL, LLC		02/19/2019	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88198734	RF DESTROYER	
Registration Number:	3028553	RHYTHMLINK	
CORRESPONDENCE DATA			
Fax Number:	7004444885		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	02/20/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 19, 2019, is made by **RHYTHMLINK INTERNATIONAL, LLC**, a South Carolina limited liability company (the "Grantor"), in favor of **MADISON CAPITAL FUNDING LLC** ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 19, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has granted, pursuant to a Guarantee and Collateral Agreement, dated as of February 19, 2019, by the Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of the Grantor's Intellectual Property (as defined therein) other than Excluded Property (as defined therein); and

WHEREAS, the Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral 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, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all registrations and recordings thereof, and all applications in connection therewith;

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

(d) 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. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and the Grantor and Agent hereby acknowledge and agree 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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 Trademark Collateral.

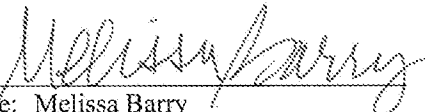
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

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.

RHYTHMLINK INTERNATIONAL, LLC, a
South Carolina limited liability company,
as Grantor

By: 
Name: Melissa Barry
Title: Treasurer and Secretary

ACCEPTED AND AGREED

as of the date first above written:

MADISON CAPITAL FUNDING LLC,

as Agent

By: Rebecca Shaoul
Name: Rebecca Shaoul
Title: Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks:

<u>No.</u>	<u>Trademark</u>	<u>Database</u>	<u>Status</u>	<u>Application Number</u> <u>Application Date</u>	<u>Registration Number</u> <u>Registration Date</u>	<u>Owner</u>	<u>Comments</u>
	<u>RE</u> DESTROYER <u>RE DESTROYER</u>	<u>U.S.</u> <u>Federal</u>	<u>Pending</u> <u>Intent To</u> <u>Use</u>	<u>88198734</u> <u>11/19/2018</u>		<u>RhythmLink</u> <u>International,</u> <u>LLC</u>	
	<u>RHYTHMLINK</u> <u>RHYTHMLINK</u>	<u>U.S.</u> <u>Federal</u>	<u>Renewed</u> <u>(Registered)</u>	<u>78505087</u> <u>10/25/2004</u>	<u>3028553</u> <u>12/13/2005</u>	<u>RhythmLink</u> <u>International,</u> <u>LLC</u>	

Foreign Trademarks:

<u>No.</u>	<u>Trademark</u>	<u>Database</u>	<u>Status</u>	<u>Application Number</u> <u>Application Date</u>	<u>Registration Number</u> <u>Registration Date</u>	<u>Owner</u>	<u>Comments</u>
	<u>RHYTHMLINK</u>	<u>Canada</u>	<u>Registered</u> <u>(Registered)</u>	<u>1275368</u>	<u>TMA687831</u>	<u>RhythmLink</u> <u>International,</u> <u>LLC</u>	

No.	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner	Comments
	<u>RHYTHMLINK</u>	<u>EU trade marks</u>	<u>Registration (Registered)</u>	<u>4662698</u> <u>9/30/2005</u>	<u>4662698</u> <u>9/21/2006</u>	<u>Rhythmink International, LLC</u>	
	<u>RHYTHMLINK</u>	<u>China</u>	<u>Registration (Registered)</u>	<u>4996090</u> <u>11/11/2005</u>	<u>4996090</u> <u>10/21/2008</u>	<u>Rhythmink International, LLC</u>	
	<u>RHYTHMLINK</u>						