

900488143 03/05/2019

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512741

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Telecom Lease Advisors Management 2 LLC		03/01/2019	DELAWARE <i>limited liability company</i>
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
<b>Street Address:</b>	2001 Ross ave., Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4449326	TELECOM LEASE ADVISORS	
<b>Registration Number:</b>	4449327	MEDIA LEASE ADVISORS	
<b>Registration Number:</b>	4464281	LEASE ADVISORS	
<b>Registration Number:</b>	4504535	TOMORROW'S MONEY TODAY	
<b>Serial Number:</b>	85957338	LEASE ADVISORS TELECOM · MEDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4045723401		
<b>Email:</b>	ssheesley@kslaw.com		
<b>Correspondent Name:</b>	Steven Sheesley		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	14868.015031		
<b>NAME OF SUBMITTER:</b>	Steven Sheesley		
<b>SIGNATURE:</b>	//Steven Sheesley//		
<b>DATE SIGNED:</b>	03/05/2019		

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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2019 (this “**Trademark Security Agreement**”), by **TELECOM LEASE ADVISORS MANAGEMENT 2 LLC**, a Delaware limited liability company (the “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

**WITNESSETH:**

WHEREAS, pursuant to that certain Third Amended and Restated Credit and Guaranty Agreement, dated as of July 7, 2017 (as amended by that certain First Amendment to Third Amended and Restated Credit and Guaranty Agreement, dated as of March 15, 2018, and that certain Second Amendment to Third Amended and Restated Credit and Guaranty Agreement, dated as of December 17, 2018, and as may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among **INSITE WIRELESS GROUP, LLC**, a Delaware limited liability company (“**Holdings**”), **INSITE BORROWER, LLC**, a Delaware limited liability company (“**InSite Borrower**”), **TURRIS SITES IWG CORP.**, an unlimited liability company formed under the laws of Nova Scotia (“**Turris Sites IWG**”; together with InSite Borrower, individually and collectively, jointly and severally, the “**Company**” and/or “**Companies**”), **IWG HOLDINGS, LLC**, a Delaware limited liability company (“**Parent**”), **CERTAIN SUBSIDIARIES OF PARENT**, as Guarantors, the Lenders party hereto from time to time, **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Lead Arranger, Administrative Agent, Collateral Agent, Syndication Agent, and Documentation Agent, Lenders and Lender Counterparties have agreed to make the Loans and certain financial accommodations to Companies;

WHEREAS, Lenders and Lender Counterparties are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Secured Parties, that certain Pledge and Security Agreement, dated as of July 10, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

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

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors 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.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantors’ right, title and interest in, to and under the

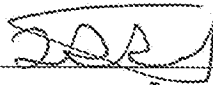
following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.
4. **GRANTOR REMAINS LIABLE.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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.
5. **COUNTERPARTS.** This Trademark 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.
6. **GOVERNING LAW.** This Trademark 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.

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IN WITNESS WHEREOF, 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.

TELECOM LEASE ADVISORS  
MANAGEMENT 2 LLC

By:   
Name: Lance C. Cawley  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: **Greg Watts**  
Title: **Senior Vice President**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006584 FRAME: 0873**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b><i>TRADEMARK</i></b>	<b><i>OWNER</i></b>	<b><i>REGISTRATION NO.</i></b>	<b><i>REGISTRATION DATE</i></b>
TELECOM LEASE ADVISORS	Telecom Lease Advisors Management 2 LLC	4449326	December 10, 2013
MEDIA LEASE ADVISORS	Telecom Lease Advisors Management 2 LLC	4449327	December 10, 2013
LEASE ADVISORS	Telecom Lease Advisors Management 2 LLC	4464281	January 7, 2014
TOMORROW'S MONEY TODAY	Telecom Lease Advisors Management 2 LLC	4504535	April 1, 2014
LEASE ADVISORS TELECOM · MEDIA	Telecom Lease Advisors Management 2 LLC	4542186	June 3, 2014