

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ice Services LLC		04/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4967161	ICE MOBILITY	
Serial Number:	86378258	WIRELESS DISTRIBUTION, YOUR WAY.	
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>			
Email:	devin.rodriques@clarivate.com		
Correspondent Name:	Melanie A. Fagan		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Melanie A. Fagan		
SIGNATURE:	/Devin Rodrigues/		
DATE SIGNED:	04/04/2019		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>Ice Services LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other Limited Liability Company _____</p> <p>Citizenship (see guidelines) <u>Delaware</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance/Execution Date(s) :</p> <p>Execution Date(s) <u>April 3, 2019</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>JPMorgan Chase Bank, N.A.</u></p> <p>Street Address: <u>10 South Dearborn Street</u></p> <p>City: <u>Chicago</u></p> <p>State: <u>IL</u></p> <p>Country: <u>USA</u> Zip: <u>60603</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input checked="" type="checkbox"/> Association Citizenship <u>USA</u> _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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4. Application number(s) or registration number(s) and identification or description of the Trademark.	
<p>A. Trademark Application No.(s) Text</p> <p><u>4967161</u> <u>ICE MOBILITY</u></p>	<p>B. Trademark Registration No.(s)</p> <p><u>86378258</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Melanie A. Fagan</u></p> <p>Internal Address: <u>Chapman and Cutler LLP</u></p> <p>Street Address: <u>111 West Monroe Street</u></p> <p>City: <u>Chicago</u></p> <p>State: <u>IL</u> Zip: <u>60603</u></p> <p>Phone Number: <u>312-845-3405</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>mfagan@chapman.com</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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9. Signature:  April 3, 2019
Signature Date

Melanie A. Fagan, Paralegal
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 3, 2019, is made by Ice Services LLC (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), on behalf of and for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 3, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Grantor, as Borrower, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Pledge and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and the Pledge 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 mortgages, pledges and hypothecates to the Administrative Agent on behalf of and for the benefit of the Secured Parties, and grants to the Administrative Agent on behalf of and for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all goodwill of the business symbolized by each of the foregoing;
- (c) all licenses of each of the foregoing, whether as licensee or licensor;
- (d) all renewals of each of the foregoing;

(e) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including without limitation, damages, claims, and payments for past and future infringements thereof;

(f) all rights to sue for past, present and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(g) all rights corresponding to any of the foregoing throughout the world.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent on behalf of and for the benefit of the Secured Parties pursuant to the Pledge 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and to the extent there is a conflict between this Trademark Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall govern and control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the termination of the Pledge and Security Agreement in accordance with Section 8.14 of such Pledge and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 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.

[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.

ICE SERVICES LLC

as grantor

By: 

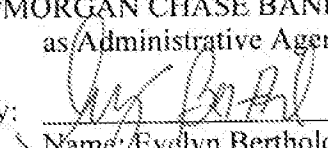
Name: Michael Magner

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - ICE SERVICES LLC]

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: Evelyn Berthold
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – ICE SERVICES LLC]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
ICE MOBILITY	4967161	May 31, 2016

TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE
WIRELESS DISTRIBUTION, YOUR WAY.	86378258	August 27, 2014