

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529117

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BGB COMMUNICATIONS, LLC		06/24/2019	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Santander Bank, N.A.		
<b>Street Address:</b>	200 Park Street		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Florham Park		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07932		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88334541	SYNGENYC	
<b>Serial Number:</b>	88334548	SMART CREATIVE	
<b>Serial Number:</b>	87455366	SCIONYC	
<b>Serial Number:</b>	86555470	BIONYC	
<b>Serial Number:</b>	86362621	BGB	
<b>Serial Number:</b>	86728725	FOR THE SCIENCE OBSESSED	
<b>Serial Number:</b>	86838285	CREATIVITY + SCIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	8007130755		
<b>Email:</b>	jade.tanks@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Gloria Sheehan		

OP \$190.00 88334541

<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	06/25/2019
<b>Total Attachments: 6</b> source=SScanStatio19062510061#page1.tif source=SScanStatio19062510061#page2.tif source=SScanStatio19062510061#page3.tif source=SScanStatio19062510061#page4.tif source=SScanStatio19062510061#page5.tif source=SScanStatio19062510061#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of June 24, 2019, is made by BGB COMMUNICATIONS, LLC, a New York limited liability company (the "*Grantor*"), in favor of SANTANDER BANK, N.A., as administrative agent (in such capacity, the "*Administrative Agent*") for the lenders (the "*Lenders*") party to the Credit Agreement referred to below.

WHEREAS, the Grantor has entered into a Credit and Security Agreement, dated as of June 24, 2019 (as amended, supplemented and otherwise modified from time to time, the "*Credit Agreement*"), with the Administrative Agent, the Lenders and the other parties party thereto.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of itself, Issuing Bank (as defined in the Credit Agreement) and the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Administrative Agent as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties, until the payment in full of the Obligations (as defined in the Credit Agreement), a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

**BGB COMMUNICATIONS, LLC**

By: 

Name: Gregory Passaretti

Title: Manager

Agreed to and accepted:

SANTANDER BANK, N.A.

By: \_\_\_\_\_

Name: Bruce H. Stanwood

Title: Senior Vice-President

*[Signature Page to Trademark Security Agreement]*

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

**BGB COMMUNICATIONS, LLC**

By: \_\_\_\_\_

Name: Gregory Passaretti

Title: Manager

Agreed to and accepted:

SANTANDER BANK, N.A.

By: Bruce H. Stanwood

Name: Bruce H. Stanwood

Title: Senior Vice-President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006677 FRAME: 0284**

**SCHEDULE 1**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>
88334541	Pending	SYNGENYC
88334548	Pending	SMART CREATIVE
87455366	Pending	SCIONYC
86555470	5205356	BIONYC
86362621	5228488	BGB
86728725	5187330	FOR THE SCIENCE OBSESSED
86838285	5167594	CREATIVITY + SCIENCE