

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Layer3 TV, Inc.		09/27/2019	Corporation: DELAWARE
Pushspring, Inc.		09/27/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Administrative Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87843814	3TV	
Serial Number:	87066403	ALLHD	
Serial Number:	87977202	FREEDOM FROM FEES	
Serial Number:	86083809	LAYER3 TV	
Serial Number:	88567269	PS	
Serial Number:	88567291	PS	
Serial Number:	88564983	PUSHSPRING	
Serial Number:	86600588	THE NEW CABLE	
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>			
Phone:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Michael Piacentini c/o Fried Frank et al		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	4500-2		

CH \$215.00 87843814

NAME OF SUBMITTER:	Jason Greenberg
SIGNATURE:	/Jason Greenberg/
DATE SIGNED:	10/07/2019
Total Attachments: 11 source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page1.tif source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page2.tif source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page3.tif source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page4.tif source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page5.tif source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page6.tif source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page7.tif source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page8.tif source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page9.tif source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page10.tif source=T-Mobile - Layer3 Intellectual Property Security Agreement (TLCA) (Executed)#page11.tif	

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 27, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by the signatories hereto (each, an “Additional Grantor”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, T-Mobile USA, Inc., a Delaware corporation (including its permitted successors, the “Borrower”) has entered into a Term Loan Credit Agreement, dated as of November 9, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of November 9, 2015, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Additional Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in each Additional Grantor’s right, title, and interest in and to certain Collateral, including certain of its Trademarks and Patents.

WHEREAS, each Additional Grantor has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its Trademarks and Patents in order to record the security interests granted therein with the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

WHEREAS, each Additional Grantor is entering into each of (i) the Assumption Agreement, dated the date hereof, with respect to the Guarantee and Collateral Agreement and (ii) this IP Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

NOW, THEREFORE, in consideration of the above premises, each Additional Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Additional Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Additional Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Additional Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

- (a) (i) all United States and state trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, internet domain names, trademark and

service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 1 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Additional Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (items described in clauses (a), (b) and (c), collectively, the “Trademark Collateral”);

(d) (i) all United States patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 2, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(e) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Additional Grantor is not the granting party, including any of the foregoing identified in Schedule 2; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in (d), (e) and (f), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Additional Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP 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 IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

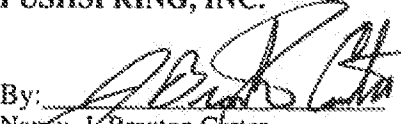
SECTION 7 Senior Pari Passu Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Additional Senior Lien Obligations (as defined in any Senior Pari Passu Intercreditor Agreement) are subject to the provisions of the Senior Pari Passu Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Senior Pari Passu Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Additional Senior Lien Obligations, the provisions of the Senior Pari Passu Intercreditor Agreement shall prevail.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

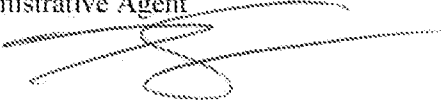
[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

LAYER3 TV, INC.
PUSHSPRING, INC.

By: 
Name: J. Braxton Carter
Title: Executive Vice President and
Chief Financial Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent


By: _____
Name: Michael Strobel
Title: Vice President


By: _____
Name: Yumi Okabe
Title: Vice President

TRADEMARKS

Mark	Owner	App. No.	Reg. No.
3TV	Layer3 TV, Inc.	87843814	5610612
ALLHD	Layer3 TV, Inc.	87066403	5465161
FREEDOM FROM FEES	Layer3 TV, Inc.	87977202	5466432
LAYER3 TV	Layer3 TV, Inc.	86083809	4813472
PS	PushSpring, Inc.	88567269	
PS	PushSpring, Inc.	88567291	
PUSHSPRING	PushSpring, Inc.	88564983	
THE NEW CABLE	Layer3 TV, Inc.	86600588	5096300

PATENTS

Registered Owner	Title	Application Number	Patent Number (if any)
Layer3 TV, Inc.	SET TOP BOX	29/618531	D850,392
Layer3 TV, Inc.	SET TOP BOX	29/618520	D856,951
Layer3 TV, Inc.	SET TOP BOX	29/618513	D856,950
Layer3 TV, Inc.	SET TOP BOX	29/618499	D861,623
Layer3 TV, Inc.	SET TOP BOX	29/618486	D857,640
Layer3 TV, Inc.	SET TOP BOX	29/618455	D856,949
Layer3 TV, Inc.	SET TOP BOX	29/618430	D851,053
Layer3 TV, Inc.	SET TOP BOX	29/618426	D828,817
Layer3 TV, Inc.	SET TOP BOX	29/618418	D853,344
Layer3 TV, Inc.	SET TOP BOX	29/618411	D855,029
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	29/599079	D822703
Layer3 TV, Inc.	SET TOP BOX	29/587349	D816,624
Layer3 TV, Inc.	SET TOP BOX	29/587346	D815,054
Layer3 TV, Inc.	SET TOP BOX	29/533075	D777,126
Layer3 TV, Inc.	SET TOP BOX	29/533072	D777,695
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527762	D771678
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527756	D771677
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527750	D771,676
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527733	D771,675
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH AN ANIMATED GRAPHICAL USER INTERFACE	29/527730	D786,285
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527727	D772,914
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH AN ANIMATED GRAPHICAL USER INTERFACE	29/527724	D786,284

Registered Owner	Title	Application Number	Patent Number (if any)
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE SHOWN THEREON	29/527719	D778,300
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527667	D771,674
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527666	D772,913
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527664	D772,912
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527663	D771,673
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527659	D778,299
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527506	D777,754
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527505	D778,298
Layer3 TV, Inc.	DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	29/527504	D759,697
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/527502	D778,297
Layer3 TV, Inc.	DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	29/527501	D759,696
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	29/525020	D768,684
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	29/525017	D768,683
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF	29/525016	D768,169

Registered Owner	Title	Application Number	Patent Number (if any)
	WITH A GRAPHICAL USER INTERFACE		
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	29/525014	D768,682
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	29/525010	D768,681
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	29/525008	D768680
Layer3 TV, Inc.	DISPLAY SCREEN AND/OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	29/524264	D792,430
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/524261	D779,528
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/524259	D779,527
Layer3 TV, Inc.	DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	29/518976	D777,748
Layer3 TV, Inc.	INTELLIGENT CONTENT SERVER HANDLING OF CLIENT RECEIPT DISRUPTIONS	16/373903	
Layer3 TV, Inc.	ADAPTIVELY SELECTING CONTENT RESOLUTION	16/001691	
Layer3 TV, Inc.	CONTENT ACCESS DEVICE GEOLOCATION VERIFICATION	15/279086	10264317
Layer3 TV, Inc.	SYSTEM AND METHOD FOR DIGITAL VIDEO RECORDING BACKFILL	14/630621	
Layer3 TV, Inc.	SYSTEM AND METHOD FOR DELAYED DIGITAL VIDEO RECORDING	14/628200	
Layer3 TV, Inc.	SYSTEM AND METHOD OF	14/476575	

Registered Owner	Title	Application Number	Patent Number (if any)
	DISTRIBUTING CONTENT BASED ON TRENDING AND PREEMPTIVE DATA		
Layer3 TV, Inc.	APPARATUS, SYSTEM, AND METHOD FOR ABR SEGMENT PULL DVR	15/154925	
Layer3 TV, Inc.	USER-TAILORED CONTENT ACCESS MENUS	15/279037	10,412,457
Layer3 TV, Inc.	BEHAVIOR-INFLUENCED CONTENT ACCESS/NAVIGATION MENUS	15/583188	
Layer3 TV, Inc.	DYNAMIC ROUTE SELECTION FOR ROUTING DATA IN A CONTENT DELIVERY SYSTEM	15/670890	
Layer3 TV, Inc.	AUTOMATICALLY UPDATING SUBSCRIBER INFORMATION IN A CONTENT DELIVERY NETWORK	15/670924	
Layer3 TV, Inc.	USER INTERFACES FOR CONTENT ACCESS DEVICES	16/001640	
Layer3 TV, Inc.	CONTENT RIGHTS MANAGEMENT FOR MOBILE DEVICES	16/001655	
Layer3 TV, Inc.	CAPTURING BORDER METADATA WHILE RECORDING CONTENT	16/001709	
Layer3 TV, Inc.	COMBINED ACCESS TO NETWORK AND OUT OF NETWORK CONTENT	16/131720	
Layer3 TV, Inc.	TIERED DIGITAL CONTENT RECORDING	16/131751	
Layer3 TV, Inc.	LOCATION VERIFICATION AND ENFORCEMENT FOR CONTENT ACCESS DEVICES	16/423021	
Layer3 TV, Inc.	NETWORK CONTROLLED CONTENT RECORDING USING	16/503044	

Registered Owner	Title	Application Number	Patent Number (if any)
	NETWORK AND LOCAL STORAGE		
Layer3 TV, Inc.	USER-TAILORED CONTENT ACCESS MENUS	16/520736	
Layer3 TV, Inc.	CONTENT DELIVERY SYSTEMS THAT USE BLOCKCHAIN TO MANAGE CONTENT	16/520963	
PushSpring, Inc.	AUTOMATIC PROFILING OF A MOBILE DEVICE AND/OR ITS USER	14/614298	10,296,925