

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobilitie, LLC		10/18/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CIT BANK, N.A., as Administrative Agent		
Street Address:	1 CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5367595	INTELLIGENT INFRASTRUCTURE	
Registration Number:	5367594	INTELLIGENT INFRASTRUCTURE	
Registration Number:	5367593	INTELLIGENT INFRASTRUCTURE	
Registration Number:	4033197	LEASE-TO-SUIT	
Registration Number:	3846888	MOBILITIE	
Registration Number:	5552006	NYFI	
Registration Number:	5552005	NYFI	
Registration Number:	5005029	LIVIDEO	
Registration Number:	5019204	LIVIDEO	
Registration Number:	5019205	LIVIDEO	
Registration Number:	5019206	LIVIDEO	
Registration Number:	4979644	LIVIDEO	
Registration Number:	4979645	LIVIDEO	
Registration Number:	4979646	LIVIDEO	
Registration Number:	4985013	LIVIDEO	
Registration Number:	4979231	LIVIDEO	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	18965-30780
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	10/22/2019
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Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Notice of Grant of Security Interest in Trademarks*”) dated October 18, 2019, is made by the Person listed on the signature pages hereof (the “*Grantor*”) in favor of CIT BANK, N.A. (“*CIT*”) as administrative 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, MOBILITIE, LLC, a Nevada limited liability company, has entered into a Credit and Guaranty Agreement, dated as of October 18, 2019 (as amended, amended and restated, joined, supplemented or otherwise modified, replaced or refinanced from time to time, the “*Credit Agreement*”) with the Guarantors from time to time party thereto, Mobilitie Holdings, Inc., the Lenders from time to time party thereto, and CIT, as Administrative Agent.

WHEREAS, as a condition precedent to the making of Loans by the Secured Parties under the Credit Agreement from time to time, the Grantor has executed and delivered that certain Security and Pledge Agreement dated October 18, 2019, made by the Grantor and the other parties thereto in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this Notice of Grant of Security Interest in Trademarks for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the “*Trademark Collateral*”); *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 U.S.C Section 1051(c) or (d), unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned:

- (i) all of such Grantor's Trademarks including those referred to on Schedule A;
- (ii) all renewals or extensions of the foregoing;
- (iii) all proceeds and products of the Trademarks;
- (iv) the goodwill associated with such Trademarks; and
- (v) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competitions regarding the same.

Notwithstanding anything to the contrary contained herein, the security interests granted hereunder shall not extend to Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by the Grantor under this Notice of Grant of Security Interest in Trademarks secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations). Without limiting the generality of the foregoing, this Notice of Grant of Security Interest in Trademarks secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents and any Secured Hedge Agreement but for the fact that any such Obligation is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Notice of Grant of Security Interest in Trademarks.

SECTION 4. Execution in Counterparts. This Notice of Grant of Security Interest in Trademarks may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Notice of Grant of Security Interest in Trademarks has been entered into in conjunction with the Security Agreement and the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Notice of Grant of Security Interest in Trademarks are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 6. Governing Law. THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF

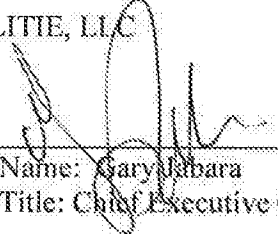
THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS
PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS
OF ANY OTHER JURISDICTION.

[Signature Pages Follow]

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

MOBILITIE, LLC

By


Name: Gary Isbara
Title: Chief Executive Officer

Signature Page to Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 006776 FRAME: 0932

Accepted and Agreed as of the date first written above:

CIT BANK, N.A.,
as Administrative Agent

By 
Name: Roger Fong
Title: Managing Director

**Schedule A to the
Notice of Grant of Security Interest in Trademarks**

United States Trademarks and Trademark Applications

OWNER	MARK	Jurisdiction	Registration / (Serial) Number	Application Number	Application Date
Mobilitie, LLC	INTELLIGENT INFRASTRUCTURE	USA	5367595	87207633	10/18/2016
Mobilitie, LLC	INTELLIGENT INFRASTRUCTURE	USA	5367594	87207625	10/18/2016
Mobilitie, LLC	INTELLIGENT INFRASTRUCTURE	USA	5367593	87207619	10/18/2016
Mobilitie, LLC	LEASE-TO-SUIT	USA	4033197	77959858	03/16/2010
Mobilitie, LLC	MOBILITIE	USA	3846888	77124332	03/07/2007
Mobilitie, LLC	NYFI	USA	5552006	87505747	06/26/2017
Mobilitie, LLC	NYFI	USA	5552005	87505742	06/26/2017
Mobilitie, LLC	LIVIDEO	USA	5005029	86750390	09/08/2015
Mobilitie, LLC	LIVIDEO	USA	5019204	86750394	09/08/2015
Mobilitie, LLC	LIVIDEO	USA	5019205	86750400	09/08/2015
Mobilitie, LLC	LIVIDEO	USA	5019206	86750402	09/08/2015
Mobilitie, LLC	LIVIDEO	USA	4979644	86642406	05/27/2015
Mobilitie, LLC	LIVIDEO	USA	4979645	86642408	05/27/2015
Mobilitie, LLC	LIVIDEO	USA	4979646	86642415	05/27/2015
Mobilitie, LLC	LIVIDEO	USA	4985013	86642413	05/27/2015
Mobilitie, LLC	LIVIDEO	USA	4979231	86557421	03/09/2015