

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546566

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|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HC2 Network Inc. | | 10/24/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MSD PCOF Partners XVIII, LLC | | |
| Street Address: | 645 Fifth Avenue, 21st Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3716566 | AL EXTREMO | |
| Registration Number: | 4881620 | AL EXTREMO EN 30 | |
| Registration Number: | 5596404 | CAMINO A LA CORONA | |
| Registration Number: | 5531614 | EL OBJETO DEL CRIMEN | |
| Registration Number: | 4173350 | EXTRANORMAL | |
| Registration Number: | 4813648 | PASION DEPORTIVA | |
| Registration Number: | 5366618 | RELATOS MISTERIOSOS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6173417701 | | |
| <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: | 617-951-8132 | | |
| Email: | linda.salera@morganlewis.com | | |
| Correspondent Name: | Linda A. Salera, Senior Paralegal | | |
| Address Line 1: | One Federal Street | | |
| Address Line 2: | c/o Morgan, Lewis & Bockius LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Linda A. Salera | | |
| SIGNATURE: | /Linda A. Salera/ | | |
| DATE SIGNED: | 10/24/2019 | | |

CH \$190.00 3716566

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 24, 2019 (this "Trademark Security Agreement"), by HC2 Network Inc., a Delaware corporation (the "Grantor"), in favor of MSD PCOF Partners XVIII, LLC (the "Secured Party").

WITNESSETH:

WHEREAS, the Grantor and the Secured Party, amongst others, are party to that certain Secured Note, dated as of October 24, 2019 (the "Secured Note"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Secured Note and used herein have the meaning given to them in the Secured Note.

SECTION 2. Grant of Security Interest in Trademark Collateral; Intercreditor Matters.

(a) The Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, whether now existing or hereafter incurred, matured or unmatured, direct or indirect, primary or secondary or due or to become due, hereby grants to the Secured Party a first priority lien on and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in all of the following pertaining to the property described in the definition of Additional Collateral (the "Trademark Collateral"): all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, which are the subject of a pending application, or now or hereafter owned, by the Grantor, all applications, registrations and recordings thereof, and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized thereby and including, without limitation, the trademark registrations listed on Schedule 1 attached hereto.

(b) Notwithstanding anything to the contrary contained in clause (a) above, this Trademark Security Agreement shall not constitute a grant of a security interest in, and the term Trademark Collateral shall not include, any Excluded Collateral (including the Grantor's right, title or interest in any applications for the registration for any Trademarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(b), unless and until acceptable evidence of use of the mark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.) to the extent, if any, that, and during the period, if any, in which granting a security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or of any registration that issues therefrom.

(c) This Trademark Security Agreement is subject to the Agreement Re: Secured Notes and the Intercreditor Agreement. In the event of any conflict between this Trademark Security Agreement, the Agreement Re: Secured Notes and the Intercreditor Agreement, the Intercreditor Agreement shall govern and be controlling.

SECTION 3. Secured Note. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Secured Note, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Secured Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Secured Note, the provisions of the Secured Note shall control.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. This Trademark Security Agreement and the security interest and lien granted hereby shall terminate, and any Lien arising therefrom shall be automatically released, upon termination of the Secured Note in accordance with its terms or release of the Grantor's Obligations thereunder or as otherwise provided in the Secured Note. Upon the full payment and performance of the Obligations in accordance with the Secured Note, the Secured Party shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such payment in full of the Obligations (and when otherwise contemplated by the Secured Note), the Secured Party shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 6. **GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

SECTION 7. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. 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.

[Signature Page Follows]

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

GRANTOR:

HC2 NETWORK INC.

By: 

Name: Philip A. Falcone

Title Executive Chairman, President and CEO

SECURED PARTY:

MSD PCOF PARTNERS XVIII, LLC

By: _____

Name:

Title

SECURED PARTY:

MSD PCOF PARTNERS XVIII, LLC

By: 
Name: Marcello Liguori
Title: Vice President

SCHEDULE 1

TRADEMARKS

| <u>Owner</u> | <u>Trademark</u> | <u>Registration Number</u> |
|---------------------|-------------------------|-----------------------------------|
| HC2 Network Inc. | AL EXTREMO | 3,716,566 |
| HC2 Network Inc. | AL EXTREMO EN 30 | 4,881,620 |
| HC2 Network Inc. | CAMINO A LA CORONA | 5,596,404 |
| HC2 Network Inc. | EL OBJETO DEL CRIMEN | 5,531,614 |
| HC2 Network Inc. | EXTRANORMAL | 4,173,350 |
| HC2 Network Inc. | PASION DEPORTIVA | 4,813,648 |
| HC2 Network Inc. | RELATOS MISTERIOSOS | 5,366,618 |