

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vyve Broadband, LLC		11/01/2019	Limited Liability Company: DELAWARE
Vyve Broadband J, LLC		11/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BSP Agency, LLC, as Collateral Agent		
<b>Street Address:</b>	9 West 57th Street		
<b>Internal Address:</b>	Suite 4700		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5486749	VYVE	
<b>Registration Number:</b>	5365676	VYVE	
<b>Registration Number:</b>	5492375	VYVE BROADBAND	
<b>Registration Number:</b>	5360647	VYVE BROADBAND	
<b>Registration Number:</b>	4883264	VYVE BROADBAND	
<b>Registration Number:</b>	5111388	VYVE	
<b>Registration Number:</b>	2248205		
<b>Registration Number:</b>	2201183	COMMUNICOMM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		

CH \$215.00 5486749

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	033665
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	11/04/2019
<b>Total Attachments: 6</b> source=11-4-19 Vyve-TM#page1.tif source=11-4-19 Vyve-TM#page2.tif source=11-4-19 Vyve-TM#page3.tif source=11-4-19 Vyve-TM#page4.tif source=11-4-19 Vyve-TM#page5.tif source=11-4-19 Vyve-TM#page6.tif	

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Vyve Broadband, LLC, a Delaware limited liability company, and Vyve Broadband J, LLC, a Delaware limited liability company, with principal offices at Four International Dr., Suite 330, Rye Brook, NY 10573 (each a "Grantor", and collectively the "Grantors"), hereby grants to BSP Agency, LLC, as Collateral Agent, with principal offices at 9 West 57th Street, Suite 4700, New York, New York 10019 (the "Grantee"), a continuing security interest in (i) all of the Grantors' right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below), including any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") is made to secure the payment of all the Obligations of each Grantor, as such term is defined in the Security Agreement among each Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 1, 2019 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute, acknowledge,

and deliver to each Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.


This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE CREDIT AGREEMENT. NOTHING IN THIS GRANT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.


**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 1st day of November, 2019.

Vyve Broadband, LLC, Grantor

  
By: \_\_\_\_\_  
Name: Phil Spencer  
Title: President and Chief Executive Officer

Vyve Broadband J, LLC, Grantor

  
By: \_\_\_\_\_  
Name: Phil Spencer  
Title: President and Chief Executive Officer

BSP AGENCY, LLC,  
as Collateral Agent and Grantee

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

*[Signature Page to the Trademark Security Agreement (Vyve)]*

**BSP AGENCY, LLC,**  
as Collateral Agent and Grantee

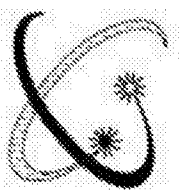
By: Benefit Street Partners L.L.C.,  
its sole member



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

Name: Ira Wishe

Title: Authorized Signer

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GRANTOR</u>
VYVE	5486749	June 05, 2018	Vyve Broadband, LLC
VYVE	5365676	Dec. 26, 2017	Vyve Broadband, LLC
VYVE BROADBAND	5492375	June 12, 2018	Vyve Broadband, LLC
VYVE BROADBAND	5360647	Dec. 19, 2017	Vyve Broadband, LLC
VYVE BROADBAND	4883264	Jan. 05, 2016	Vyve Broadband, LLC
VYVE	5111388	Dec. 27, 2016	Vyve Broadband, LLC
Design Only	2248205	May 25, 1999	Vyve Broadband J, LLC
			
COMMUNICOMM	2201183	November 3, 1998	Vyve Broadband J, LLC