

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM557294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
In Touch Communication Services, LLC		12/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Avante Mezzanine Partners SBIC II, L.P.		
Street Address:	11150 Santa Monica Blvd.		
Internal Address:	Suite 1470		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74201962	IN TOUCH	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010272-0022		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	01/13/2020		
Total Attachments: 5			
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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of December, 2019 by In Touch Communication Services, LLC, a Delaware limited liability company, having an address at 3101 Irving Avenue, South Minneapolis, MN 55408 (the "Grantor"), in favor of Avante Mezzanine Partners SBIC II, L.P., a Delaware limited partnership, having an address at 11150 Santa Monica Blvd., Suite 1470, Los Angeles, CA 90025, as collateral agent for the Purchasers (as defined below) party to that certain Note Purchase Agreement (as defined below), (the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement ("Note Purchase Agreement") dated as of the date hereof and to be entered into by and among Pharos Acquisition, LLC, a Delaware limited liability company, the Guarantors from time to time party thereto, and the purchasers from time to time party thereto (collectively, the "Purchasers"), the Purchasers have agreed to make certain financial accommodations available to the Grantor pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to make the financial accommodations to the Grantor as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Grantor and certain of the Grantor's affiliates shall have executed and delivered to the Collateral Agent (for the benefit of the Purchasers), that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent (for the benefit of the Purchasers), this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to enter into the Note Purchase Agreement, the Grantor hereby agrees with the Collateral Agent (for the benefit of the Purchasers) as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent (for the benefit of the Purchasers) a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Trademark Collateral");

(a) each trademark and application for trademark of the Grantor listed on Schedule 1 attached hereto;

(b) all goodwill associated with such trademarks; and

(c) all proceeds of any and all of the foregoing.

SECTION 3. Security Interest. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent (for the benefit of the Purchasers) pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent and Purchasers with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon written request of the Grantor following payment in full of the Obligations (other than indemnification obligations to the extent no claim giving rise thereto has been asserted), the Collateral Agent, on behalf of itself and the Purchasers, shall execute, acknowledge, and deliver to the 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.

SECTION 5. Execution in Counterparts. This Agreement may be executed in any number or 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.

THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[signature page follows]

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

IN TOUCH COMMUNICATION SERVICES, LLC

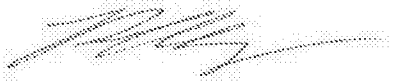
By: 
Name: VICTORIA RICHARDSON
Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGED AND ACCEPTED:

AVANTE MEZZANINE PARTNERS SBIC II, L.P.

By: Avante Mezzanine Partners SBIC II, LLC, its general partner

By: 

Name: Paul Hayama

Title: Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

Trademark Name	Filing Date	Country	Status	Serial Number
IN TOUCH	September 9, 1991	USA	LIVE	74201962

Trademark Applications: None.