

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567311

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Star2Star Communications, LLC		03/13/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	AB Private Credit Investors LLC
<b>Street Address:</b>	500 W. 5th Street, Suite 1100
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	5440947	STARCENTER
Registration Number:	5601817	GALAXY CLOUD
Registration Number:	5697952	ROCKET
Registration Number:	5396426	STARSYSTEM
Registration Number:	5770319	STARMESSENGER
Registration Number:	5607636	NATBUSTER
Registration Number:	5618041	HYBRIDCONNECT
Registration Number:	5207788	STARSCOPE
Registration Number:	4854742	STARBOX
Registration Number:	3956531	STAR2STAR
Registration Number:	3170434	PERFECT VOICE
Registration Number:	1883430	PERFECT VOICE
Registration Number:	5960912	STARFAX
Registration Number:	5897309	STARVIDEO
Registration Number:	5997601	STARPAAS
Serial Number:	88746634	STARPHONE
Serial Number:	88383676	STARBLUE
Serial Number:	88383712	STARWAN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88383751	STARDAAS
Serial Number:	88452234	STARHUB
Serial Number:	88452214	STARRECOVERY
Serial Number:	88452197	STARRELIANT
Serial Number:	88452204	STARDRAAS

**CORRESPONDENCE DATA**

Fax Number: 7044441111

*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.*

Phone: 7044441124

Email: elaine.hunt@alston.com

Correspondent Name: Michele M. Glessner

Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt
<b>SIGNATURE:</b>	/Elaine B. Hunt/
<b>DATE SIGNED:</b>	03/16/2020

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of March 13, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among **STAR2STAR COMMUNICATIONS, LLC**, a Delaware limited liability company (the “Borrower”), **STARBLUE INC.**, a Delaware corporation (“Parent”), the other Loan Parties from time to time party thereto (as defined in the Credit Agreement), the lenders from time to time party thereto (the “Lenders”), and the Collateral Agent, as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien (as defined in the Credit Agreement) on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Applicable Law. This Trademark Security Agreement, the rights and obligations of the parties hereto, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Trademark Security Agreement, or the negotiation, execution or performance of this Trademark Security Agreement (including any claims or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Trademark Security Agreement or as an inducement to enter into this Trademark Security Agreement), shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York without regard to any laws, rules or provisions of the State of New York that would cause the application of the laws of any jurisdiction other than the State of New York. shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

**STAR2STAR COMMUNICATIONS, LLC,**  
as Grantor

By: 

Name: Norm Worthington, III

Title: Executive Chairman and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**AB PRIVATE CREDIT INVESTORS LLC,**  
as Collateral Agent

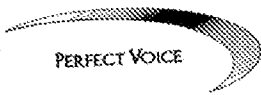
By: 

Name: Evan Cohen  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
GALAXY CLOUD	United States	RN: 5,601,817 SN: 87/100,772	July 12, 2016	Nov. 6, 2018
HYBRIDCONNECT	United States	RN: 5,618,041 SN: 87/258,486	Dec. 6, 2016	Nov. 27, 2018
NATBUSTER	United States	RN: 5,607,636 SN: 87/258,503	Dec. 6, 2016	Nov. 13, 2018
PERFECT VOICE	United States	RN: 1,883,430 SN: 74/502,095	Mar. 16, 1994	Mar. 14, 1995
PERFECT VOICE and Design 	United States	RN: 3,170,434 SN: 76/636,871	Apr. 22, 2005	Nov. 14, 2006
STARCENTER	United States	RN: 5,440,947 SN: 87/056,888	Jun. 1, 2016	Apr. 10, 2018
STARFAX	United States	RN: 5,960,912 SN: 88/499,316	Jul. 3, 2019	Jan. 14, 2020
STARMESSENGER	United States	RN: 5,770,319 SN: 87/528,550	Jul. 14, 2017	Jun. 4, 2019
STARSCOPE	United States	RN: 5,207,788 SN: 87/056,865	Jun. 1, 2016	May 23, 2017
STARSYSTEM	United States	RN: 5,396,426 SN: 87/537,342	Jul. 21, 2017	Feb. 6, 2018
STARVIDEO	United States	RN: 5,897,309 SN: 88/452,279	May 30, 2019	Oct. 29, 2019
STAR2STAR	United States	RN: 3,956,531 SN: 77/895,698	Dec. 17, 2009	May 10, 2011
STARBOX	United States	RN: 4,854,742 SN: 86/578,434	Mar. 27, 2015	Nov. 17, 2015
ROCKET	United States	RN: 5,697,952 SN: 87/352,182	Feb. 28, 2017	Mar. 12, 2019

<b>Trademark</b>	<b>Country/ Jurisdiction</b>	<b>Registration No./ Serial No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
STARPAAS	United States	RN: 5,997,601 SN: 87/827,165	Mar. 9, 2018	Feb. 25, 2020

## 2. TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Country/ Jurisdiction</b>	<b>Application Number</b>	<b>Application Date</b>
STARBLUE	United States	88/383,676	Apr. 12, 2019
STARWAN	United States	88/383,712	Apr. 12, 2019
STARDAAS	United States	88/383,751	Apr. 12, 2019
STARHUB	United States	88/452,234	May 30, 2019
STARRECOVERY	United States	88/452,214	May 30, 2019
STARRELIANT	United States	88/452,197	May 30, 2019
STARDRAAS	United States	88/452,204	May 30, 2019
STARPHONE	United States	88/746,634	Jan. 3, 2020