

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM572683

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wave2Wave Solution Corporation		04/20/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	East West Bank
Street Address:	2350 Mission College Blvd., Suite 988
Internal Address:	Attn: Bill Allen
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4869649	WIRE
Registration Number:	4821677	ROME ROBOTIC OPTICAL ENGINE
Registration Number:	4821660	W-INTENSE
Registration Number:	4821658	W-IGNITE
Registration Number:	4821657	KITE CABLES THAT FLY
Registration Number:	4821656	EXO 10 40 100 120
Registration Number:	4821654	10 40 100 120 EVO
Registration Number:	4811989	WAVE2WAVE
Registration Number:	4808095	FIBER-IN-A- BOX
Registration Number:	4804097	

CORRESPONDENCE DATA

Fax Number: 3102843894

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: 4242393744

Email: susan.yates@btlaw.com

Correspondent Name: Barnes & Thornburg

Address Line 1: 2029 Century Park E.

TRADEMARK

Address Line 4: Los Angeles, CALIFORNIA 90067-2904

NAME OF SUBMITTER: Susan Yates

SIGNATURE: /Susan Yates/

DATE SIGNED: 04/20/2020

Total Attachments: 6

source=East West Bank - Wave2Wave - IP Security Agreement (3.2020)_Executed#page1.tif

source=East West Bank - Wave2Wave - IP Security Agreement (3.2020)_Executed#page2.tif

source=East West Bank - Wave2Wave - IP Security Agreement (3.2020)_Executed#page3.tif

source=East West Bank - Wave2Wave - IP Security Agreement (3.2020)_Executed#page4.tif

source=East West Bank - Wave2Wave - IP Security Agreement (3.2020)_Executed#page5.tif

source=East West Bank - Wave2Wave - IP Security Agreement (3.2020)_Executed#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between EAST WEST BANK ("Bank") and WAVE2WAVE SOLUTION CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Closing Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank, as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Grantor hereby authorizes Bank to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Bank's name or in the name of Bank as Bank and attorney-in-fact for Grantor.

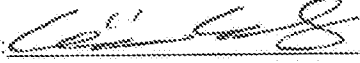
Sections 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WAVE2WAVE SOLUTION CORPORATION

Signature: 

Print Name: Weimin D. WANG

Title: CEO

Address: Weimin D. WANG

Attention: Weimin D. WANG

47775 Fremont Blvd.

Fremont, CA 94538

email: david@wave-2-wave.com

BANK:

EAST WEST BANK

Signature: _____

Print Name: _____

Title: _____

Address:

Attention: Bill Allen, Managing Director

2350 Mission College Blvd., Suite 988

Santa Clara, CA 95054

Email: bill.allen@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]

DMS 16820597

TRADEMARK
REEL: 006919 FRAME: 0207

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WAVE2WAVE SOLUTION CORPORATION

Signature: _____

Print Name: _____

Title: _____

Address:

Attention: _____

47775 Fremont Blvd.

Fremont, CA 94538

email: david@wave-2-wave.com

BANK:

EAST WEST BANK

Signature: Bill Allen

Print Name: Bill Allen

Title: Managing Director

Address:

Attention: Bill Allen, Managing Director

2350 Mission College Blvd., Suite 988

Santa Clara, CA 95054

Email: bill.allen@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date



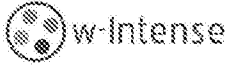


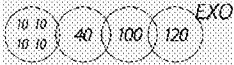



EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Method, apparatus and system for aligning optical transports in a ferrule	10,520,681	March 8, 2018
Switching patch cord fibers	9,575,258	June 26, 2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
	4869649	February 3, 2015
	4821677	February 3, 2015
	4821660	July 14, 2015
	4821658	February 3, 2015
	4821657	February 3, 2015
	4821656	February 3, 2015
	4821654	February 3, 2015
Wave2Wave	4811989	February 3, 2015
	4808095	February 3, 2015
	4804097	February 3, 2015