

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM577743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stellar Wireless Retail, LLC		05/22/2020	Limited Liability Company: NEW YORK
SXS Mobility LLC		05/22/2020	Limited Liability Company: NEW YORK
Portables Unlimited, Inc.		05/22/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	M&T Bank		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3543145	PORTABLES UNLIMITED	
Serial Number:	88754261	SXS	
Serial Number:	88754284	SOUND X SOUL	
Serial Number:	88746522	SXS	
Serial Number:	88746534	SOUND X SOUL	
CORRESPONDENCE DATA			
Fax Number:	8602515211		
<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:	860-251-5703		
Email:	trademarks@goodwin.com		
Correspondent Name:	Shipman & Goodwin LLP		
Address Line 1:	One Constitution Plaza		
Address Line 4:	Hartford, CONNECTICUT 06103-1919		
ATTORNEY DOCKET NUMBER:	39526-115		
NAME OF SUBMITTER:	Barb Villandry, Paralegal		

OP \$140.00 3543145

SIGNATURE:	/Barb Villandry/
DATE SIGNED:	05/22/2020
Total Attachments: 10 source=MT Bank_Portables -- IP Security Agreement#page1.tif source=MT Bank_Portables -- IP Security Agreement#page2.tif source=MT Bank_Portables -- IP Security Agreement#page3.tif source=MT Bank_Portables -- IP Security Agreement#page4.tif source=MT Bank_Portables -- IP Security Agreement#page5.tif source=MT Bank_Portables -- IP Security Agreement#page6.tif source=MT Bank_Portables -- IP Security Agreement#page7.tif source=MT Bank_Portables -- IP Security Agreement#page8.tif source=MT Bank_Portables -- IP Security Agreement#page9.tif source=MT Bank_Portables -- IP Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of May 22, 2020 by and among **STELLAR WIRELESS RETAIL, LLC** (“**Stellar**”), a New York limited liability company having an address at 136 First Street, Nanuet, New York 10954, **SXS MOBILITY LLC**, a New York limited liability company having an address at 136 First Street, Nanuet, New York 10954 (“**SXS**”) and **PORTABLES UNLIMITED, INC.**, a New York corporation having an address at 136 First Street, Nanuet, New York 10954 (“**Portables**” and together with Stellar and SXS, collectively, the “**Debtors**” and each a “**Debtor**”) for the benefit of **M&T BANK**, a New York banking corporation with offices at One M&T Plaza, Buffalo, New York 14203 Attn: Office of the General Counsel (the “**Secured Party**”).

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Credit Agreement**”) between the Debtors and Secured Party, Secured Party shall make loans or otherwise extend credit or provide certain financial accommodations to the Debtors; and

WHEREAS, Portables Unlimited Retail, LLC, a New York limited liability company (“**Portables Retail**”), Raja R. Amar, an individual (“**Amar**”) and Lawrence D. Melchionda, an individual (“**Melchionda**”, together with Portables Retail and Amar, collectively, the “**Guarantors**”) have guaranteed the Debtors obligations under the Credit Agreement and other documents executed in connection with the Credit Agreement (collectively, the “**Loan Documents**”), pursuant to that certain Third Amended and Restated Continuing Guaranty dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time), made by Guarantors in favor of Secured Party; and

WHEREAS, pursuant to that certain Third Amended and Restated Security Agreement by and among the Debtors and the Secured Party dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Security Agreement**”), the Debtors have granted to the Secured Party a security interest in the Collateral (as defined in the Security Agreement), including without limitation in the Domain Names, Trademarks, Patents and Copyrights (as defined herein), listed on **Schedules A - C** attached hereto, all to secure the payment and performance of the Debtors under the Credit Agreement and the Loan Documents (the “**Obligations**”); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

“**Copyrights**” means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on **Schedules A - C** attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on **Schedules A - C** attached hereto.

“**Domain Names**” means all domain names and domain name registration applications, that are owned by Debtors or in which Debtors have any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on **Schedules A - C** attached hereto.

“**ICANN**” means the Internet Corporation for Assigned Names and Numbers.

“**Patents**” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on **Schedules A - C** attached hereto.

“**Registry**” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on **Schedules A - C** attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, Debtors hereby grant to the Secured Party a security interest in and lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, and all proceeds and products of any of the foregoing. For the purpose of enabling the Secured Party to exercise its rights and remedies under the Security Agreement with respect to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, Debtors hereby authorize

the Secured Party to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and continuance of an event of default under the Credit Agreement.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, Debtors have granted to the Secured Party a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the UCC. Any and all rights and interests of the Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all obligations of Debtors with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of Debtors) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. AFTER-ACQUIRED DOMAIN NAMES, ETC.

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Obligations shall have been finally paid and satisfied in full, Debtors shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Domain Name Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtors shall promptly give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the interests of the Secured Party therein.

3.2. Amendment to Schedules. Debtors hereby authorize the Secured Party to modify this Agreement, without the necessity of Debtors' further approval or signature, by amending **Schedules A - C** hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to

delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtors in accordance with the Security Agreement.

4. NO ASSUMPTION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF THE DEBTORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTORS' OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTORS, AND THE DEBTORS SHALL INDEMNIFY SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, OBLIGATIONS, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of the Secured Party with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Secured Party under the Security Agreement.

6. AMENDMENT AND WAIVER. This Agreement may only be amended, and any provision hereunder may only be waived, by a writing signed by all of the parties hereto.

7. FILINGS. The Secured Party may at any time and from time to time, at Debtors' expense, file, or have Secured Party's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other applicable filing authority.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document

transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

9. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

10. SUBMISSION TO JURISDICTION. EACH DEBTOR HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK IN A COUNTY OR JUDICIAL DISTRICT WHERE THE SECURED PARTY MAINTAINS A BRANCH AND CONSENTS THAT THE SECURED PARTY MAY EFFECT ANY SERVICE OF PROCESS IN THE MANNER AND AT EACH DEBTOR'S ADDRESS SET FORTH ABOVE FOR PROVIDING NOTICE OR DEMAND; PROVIDED THAT NOTHING CONTAINED IN THIS AGREEMENT WILL PREVENT THE SECURED PARTY FROM BRINGING ANY ACTION, ENFORCING ANY AWARD OR JUDGMENT OR EXERCISING ANY RIGHTS AGAINST DEBTORS INDIVIDUALLY, AGAINST ANY SECURITY OR AGAINST ANY PROPERTY OF ANY DEBTOR WITHIN ANY OTHER COUNTY, STATE OR OTHER FOREIGN OR DOMESTIC JURISDICTION. Each Debtor acknowledges and agrees that the venue provided above is the most convenient forum for both the Secured Party and Debtors. Each Debtor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

11. WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 10 OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

12. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR

OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13. TERMINATION. When all Obligations shall have been paid in full and fully performed, (a) the Collateral shall be released from any liens created under this Agreement, and this Agreement and all rights of the Secured Party and obligations of Debtors hereunder shall terminate, all without delivery of any instrument or any further action by any party, and all rights to the Collateral shall revert to the Debtors, and (b) Secured Party shall forthwith, unless such Collateral or money has been used to satisfy all or any part of the Obligations, cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever (except that Secured Party has not sold, created or suffered to exist thereon any lien, security interest or encumbrance in favor of any third party) any remaining Collateral in Secured Party's possession and money received in respect thereof, to or on the order of Debtors.

[Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

STELLAR WIRELESS RETAIL, LLC,
a New York limited liability company

By: 


Name: Raja R. Amar
Title: Manager
Duly Authorized

SXS MOBILITY LLC,
a New York limited liability company

By: 

Name: Raja R. Amar
Title: Manager
Duly Authorized

PORTABLES UNLIMITED, INC.,
a New York corporation

By: 

Name: Raja R. Amar
Title: President
Duly Authorized

[Signature Page to Intellectual Property Security Agreement]

Schedule A – Registered IP of Portables Unlimited, Inc.

Trademarks

No.	Mark	App./Reg. No.	Owner	Status
1.	PORTABLES UNLIMITED	Reg 3543145	PORTABLES UNLIMITED, INC.	Renewed Registered 12/9/08
2.	SXS design	App 88754261	PORTABLES UNLIMITED, INC.	Pending Filed 1/10/20
3.	SOUND X SOUL design	App 88754284	PORTABLES UNLIMITED, INC.	Pending Filed 1/10/20
4.	SXS	App 88746522	PORTABLES UNLIMITED, INC.	Pending Filed 1/3/20
5.	SOUND X SOUL	App 88746534	PORTABLES UNLIMITED, INC.	Pending Filed 1/3/20

Patents

NONE

Domain Names

No.	Domain	Registrant	Exp. Date
1.	Portablesunlimited.biz	Portables Unlimited	9/24/20
2.	Portablesunlimited.com	Portables Unlimited, Inc.	10/19/24
3.	Portablesunlimited.net	Portables Unlimited	12/16/20
4.	Rajaamar.com	Portables Unlimited, Inc.	1/20/21

Copyrights

NONE

Schedule B – Registered IP of Stellar Wireless Retail, LLC

Trademarks

NONE

Patents

NONE

Domain Names

NONE

Copyrights

NONE

Schedule C – Registered IP of SXS Mobility LLC.

Trademarks

NONE

Patents

NONE

Domain Names

NONE

Copyrights

NONE