

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPOT-ON NETWORKS, LLC		03/06/2020	Limited Liability Company: DELAWARE
SPOTON NETWORKS FLORIDA CITY NET, LLC		03/06/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ELIZABETH H KARTER - IRA 6525
Street Address:	41 Smith Neck Road
Internal Address:	Attn: Elizabeth Karter
City:	Old Lyme
State/Country:	CONNECTICUT
Postal Code:	06371
Entity Type:	Individual Retirement Account: UNITED STATES
Name:	ALEXANDER DEE RICHARDSON - IRA 4961
Street Address:	41 Smith Neck Road
Internal Address:	Attn: Elizabeth Karter
City:	Old Lyme
State/Country:	CONNECTICUT
Postal Code:	06371
Entity Type:	Individual Retirement Account: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4649510	USERSAFE
Registration Number:	4229926	WIFI ON THE SPOT

CORRESPONDENCE DATA

Fax Number: 8602515211

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: 8602515703

Email: trademarks@goodwin.com

Correspondent Name: Shipman & Goodwin LLP

OP \$65.00 4649510

Address Line 1: One Constitution Plaza
Address Line 4: Hartford, CONNECTICUT 061031919

ATTORNEY DOCKET NUMBER: 32833-03

NAME OF SUBMITTER: Barb Villandry, Paralegal

SIGNATURE: /Barb Villandry/

DATE SIGNED: 07/08/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made this 6th day of March, 2020, by and between **SPOT-ON NETWORKS, LLC**, a Delaware limited liability company, and **SPOTON NETWORKS FLORIDA CITY NET, LLC**, a Delaware limited liability company (collectively, the “**Debtor**”), on the one hand, and **ELIZABETH H KARTER - IRA 6525**, an individual retirement account (“**Karter IRA**”) and **ALEXANDER DEE RICHARDSON - IRA 4961**, an individual retirement account (“**Richardson IRA**,” and together with Karter IRA, the “**Lender**”), on the other, in connection with that certain Loan and Security Agreement dated as of the date hereof by and between the Debtor, Lender and Stuart Subotnick (as amended and in effect from time to time, the “**Loan Agreement**”).

Debtor and Lender hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in the Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“**Collateral**” has the meaning set forth in Section 2.

“**Commercial Tort Claims**” shall have the meaning provided in the UCC, except that so long as no Default or Event of Default exists, it shall refer only to such claims in an amount in excess of \$25,000 that have been asserted in judicial proceedings.

“**PTO**” means the United States Patent and Trademark Office.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers, conveys and grants to Lender a security interest in and mortgage upon all of Debtor’s right, title and interest in, to and under the

following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “**Collateral**”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule A**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to the Loan Agreement.

This Agreement has been entered into in conjunction with the security interests granted to Lender under the Loan Agreement or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Debtor, in whole or in part, is set forth in **Schedule A** attached hereto and made a part hereof.

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any such necessary or reasonably requested documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, at the sole cost and expense of Debtor. In addition, Debtor authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed reasonably appropriate by Lender. If Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Debtor shall immediately notify Lender in a writing signed by Debtor of the brief details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Lender.

SECTION 6. Authorization to Supplement.

If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Lender unilaterally to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Lender and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by the Loan Documents.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the

validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Connecticut.

SECTION 9. Entire Agreement; Amendment.

This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination.

Upon the indefeasible payment and performance in full of all Obligations (other than contingent indemnification obligations for which no claim has been asserted), the security interests created by this Agreement shall terminate and Lender (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

SECTION 12. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

SECTION 14. Notices.

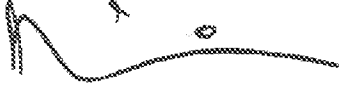
All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

THE NEXT PAGE IS THE SIGNATURE PAGE


IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement, as of the date first above written,

DEBTOR:

SPOT-ON NETWORKS, LLC

By: 
Name: Richard J. Sherwin
Title: Chief Executive Officer

SPOTON NETWORKS FLORIDA CITY NET, LLC

By: 
Name: Richard J. Sherwin
Title: Chief Executive Officer

LENDER:

ELIZABETH H KARTER - IRA 6525

By: _____
Name: Elizabeth H. Karter

ALEXANDER DEE RICHARDSON - IRA 4961

By: _____
Name: Alexander D. Richardson

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement, as of the date first above written,

DEBTOR:

SPOT-ON NETWORKS, LLC

By: _____

Name: Richard J. Sherwin

Title: Chief Executive Officer

**SPOTON NETWORKS FLORIDA CITY NET,
LLC**

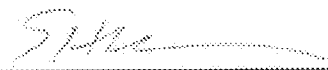
By: _____

Name: Richard J. Sherwin

Title: Chief Executive Officer


LENDER:

ELIZABETH H KARTER - IRA 6525

By:  _____

Name: Elizabeth H. Karter

ALEXANDER DEE RICHARDSON - IRA 4961

By:  _____

Name: Alexander D. Richardson

SCHEDULE A
to
Trademark Security Agreement

Trademarks

Owner	Trademark	Registration Date	Serial No. / Registration No.	Country
Spot-On Networks, LLC	USERSAFE	December 2, 2014	85442525/4649510	USA
Spot-On Networks, LLC	WIFI ON THE SPOT	October 23, 2012	85573005/4229926	USA

Trademark Applications

Owner	Trademark	Filing Date	Application No.	Country
None				