

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM597443

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Grant of Security Interest in Trademark Collateral recorded at R/F 6385/0716		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank, National Association, as Assignor		12/11/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Assignee		
<b>Street Address:</b>	388 Greenwich Street		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2554164	VELOCITEL	
<b>Registration Number:</b>	2859874	VELOCITEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	049133-0373		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	09/14/2020		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF GRANT OF SECURITY INTEREST IN  
TRADEMARK COLLATERAL**

This ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as of December 11, 2019, is entered into by and between Fifth Third Bank, National Association ("Assignor") and Citibank, N.A. ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Pledge and Security Agreement referred to below.

WHEREAS, pursuant to that certain Term Pledge and Security Agreement, dated as of July 18, 2018 among Velocitel, LLC ("Grantor"), the other grantors from time to time party thereto, and Assignor (as may have been or may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Pledge and Security Agreement"), Grantor executed and delivered that certain Grant of Security Interest in United States Trademarks, dated as of July 18, 2018 (the "Grant");

WHEREAS, pursuant to the Pledge and Security Agreement and the Grant, Grantor granted to Assignor a continuing security interest (the "Security Interest") in (i) all of Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (collectively, the "Marks") set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to Grantor's use of the Marks, (iii) all reissues, continuations, extensions and renewals of the Marks and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the Marks, including damages, claims and payments for past, present or future infringements of the Marks, (v) all rights corresponding to the Marks throughout the world, (vi) all the goodwill of the business with which the Marks are associated and (vii) rights to sue for past, present and future infringements or dilutions of the marks or other injuries thereto (collectively, the "Trademark Collateral"), to secure the payment and performance, as the case may be, in full of the Secured Obligations;

WHEREAS, Assignor recorded the Grant with the United States Patent and Trademark Office on July 19, 2018, at Reel 6385, Frame 0716;

WHEREAS, pursuant to a Resignation and Appointment Agreement, dated as of November 19, 2019, Assignor resigned as Collateral Agent under the Pledge and Security Agreement and the Grant, and Assignor assumed such role, and Assignor agreed to execute and deliver such documents as may be reasonably requested by Assignee to assign the Liens granted in the Collateral under the Credit Documents, including the Security Interest in the Trademark Collateral; and

WHEREAS, Assignor has requested Assignor to execute and deliver this Assignment to effectuate and confirm the assignment of the Security Interest in the Trademark Collateral, and for purposes of recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the Trademark Collateral and the Grant, including, without limitation, its Security Interest in the Trademark Collateral. The foregoing assignment is made as-is and where is and without representation or warranty of any kind, whether express or implied, and without recourse to the Assignor.

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL as of the date first above written.

**FIFTH THIRD BANK, NATIONAL ASSOCIATION**  
as Assignor

By: 

Name: John Fisher

Title: Managing Director

**ACCEPTANCE AND ASSUMPTION**

Assignee, as successor Collateral Agent, accepts and assumes the foregoing Assignment.

DATED as of December 11, 2019.

**CITIBANK, N.A.,**  
as Assignee

By: 

Name: Michael Moore

Title: Vice President

**SCHEDULE A**

<u>MARK</u>	<u>SERIAL / REG NO.</u>	<u>APP. REG. DATE</u>
VELOCITEL	2,554,164	Dec. 13, 2000/ Mar. 26, 2002
VELOCITEL	2,859,874	Dec. 12, 2000/ Jul. 06, 2004