

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605199

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks (NOTES)
RESUBMIT DOCUMENT ID:	900576027

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brightstar Corp.		10/22/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Notes Collateral Agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	86405152	ACCESSIFI
Serial Number:	86405123	ACCESSIFI
Serial Number:	86563863	ACCESSIFI BY BRIGHTSTAR FINANCIAL SOLUTI
Serial Number:	86486358	AT THE CENTER OF THE WIRELESS ECOSYSTEM
Serial Number:	86164967	BRIGHTSTAR
Serial Number:	86346839	BRIGHTSTAR
Serial Number:	86593867	BRIGHTSTAR FOUNDATION SERVING COMMUNITIE
Serial Number:	86593872	
Serial Number:	86366433	GADGET GUARDIAN
Serial Number:	86319092	HEDNOISE
Serial Number:	86482352	KEY
Serial Number:	86826941	MLS MOBILE LEASING SOLUTIONS
Serial Number:	86561664	SPACE THE INFINITY OF THINGS
Serial Number:	86561668	THE INFINITY OF THINGS
Serial Number:	87677738	BRIGHTSTAR ECHO
Serial Number:	87923189	BRIGHTSTAR FLEX \$
Serial Number:	87677737	BRIGHTSTAR GEAR
Serial Number:	87597521	BRIGHTSTAR HALO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87619519	BRIGHTSTAR LOGIC
Registration Number:	5731293	BRIGHTSTAR MOBILELIFE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 885 THIRD AVE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	038507-0936
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	10/27/2020

Total Attachments: 6

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Brightstar Corp., a Delaware corporation (the “Grantor”), hereby assigns, pledges and grants to WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as Notes Collateral Agent (the “Grantee”), a security interest in (i) all of the 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 the 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 or dilutions 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.

✓ THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Notes Pledge and Security Agreement dated as of October 22, 2020, among the Grantor, the other grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Pledge and Security Agreement”).

This Grant has been granted in conjunction with the security interest assigned, pledged and granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. Any capitalized term not defined herein shall have the meaning ascribed to such term, directly or by reference, in the Pledge and Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the Liens granted to the Notes Collateral Agent pursuant to this Grant and the exercise of the rights and remedies of the Notes Collateral Agent hereunder and under any other Collateral Document, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Grant or any other Collateral Document, the terms of the ABL Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Notes Collateral Agent acknowledges and agrees that the Grantor shall not be required to take or refrain from taking any action at the request of the Notes Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the ABL Intercreditor Agreement.

Wilmington Trust, National Association is entering into this Grant solely in its capacity as Notes Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Indenture as if such rights, privileges and immunities were set forth herein.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first written above.


BRIGHTSTAR CORP.,
as a Grantor

By:


Name: Jack Negro
Title: Chief Financial Officer and Treasurer

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent

By:


Name: Jane Y. Schweiger
Title: Authorized Signatory

Trademarks

Mark	App. Date	App./Serial No.	Reg. Date	Reg. No.	Owner
ACCESSIFI - Stylized	2014.09.24	86405152	2016.03.29	4928380	Brightstar Corp.
ACCESSIFI	2014.09.24	86405123	2016.03.29	4928379	Brightstar Corp.
ACCESSIFI BY BRIGHTSTAR FINANCIAL SOLUTIONS - Stylized	2015.03.13	86563863	2015.10.06	4827124	Brightstar Corp.
AT THE CENTER OF THE WIRELESS ECOSYSTEM	2014.12.19	86486358	2016.03.29	4928681	Brightstar Corp.
Brightstar - Design - Orange Color	2014.01.14	86164967	2015.12.29	4878044	Brightstar Corp.
Brightstar - Design - Orange Color	2014.07.24	86346839	2016.03.15	4916585	Brightstar Corp.
BRIGHTSTAR FOUNDATION SERVING COMMUNITIES - Full Stylized	2015.03.31	86593867	2018.07.31	5530558	Brightstar Corp.
- Heart Only - Stylized	2015.04.10	86593872	2018.07.31	5530559	Brightstar Corp.

Mark	App. Date	App./Serial No.	Reg. Date	Reg. No.	Owner
BRIGHTSTAR MOBILELIFE	2018.03.15	87853806	April 23, 2019	5731293	Brightstar Corp.
GADGET GUARDIAN (Standard Characters)	2014.08.14	86366433	2015.11.03	4847248	Brightstar Corp.
HEDNOISE - Stylized	2014.06.24	86319092	2015.08.25	4797985	Brightstar Corp.
KEY - Word - Stylized	2014.12.16	86482352	2016.11.22	5,087,187	Brightstar Corp.
MLS MOBILE LEASING SOLUTIONS - Stylized	2015.11.20	86826941	2016.09.20	5044174	Brightstar Corp.
SPACE THE INFINITY OF THINGS - Stylized	2015.03.12	86561664	2016.10.04	5055411	Brightstar Corp.
THE INFINITY OF THINGS - Standard Characters	2015.03.12	86561668	2016.05.17	4961368	Brightstar Corp.
BRIGHTSTAR ECHO - Stylized	2017.11.09	87677738	2018.11.06	5598896	Brightstar Corp.
BRIGHTSTAR FLEX - Stylized	2018.05.16	87923189	2019.01.22	5659919	Brightstar Corp.

Mark	App. Date	App./Serial No.	Reg. Date	Reg. No.	Owner
BRIGHTSTAR GEAR - Stylized	2017.11.09	87677737	2018.06.05	5486572	Brightstar Corp.
BRIGHTSTAR HALO - Stylized	2017.09.06	87597521	2018.04.03	5437908	Brightstar Corp.
BRIGHTSTAR LOGIC - Stylized	2017.09.06	87619519	2018.05.01	5458397	Brightstar Corp.