

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VYVE Broadband, LLC		11/12/2020	Limited Liability Company: DELAWARE
Northland Cable Television, Inc.		11/12/2020	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Truist Bank, as Collateral Agent
Street Address:	303 Peachtree Street, N.E.
Internal Address:	Attn: Agency Services Manager - Mega Broadband
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5111388	VYVE
Registration Number:	5360647	VYVE BROADBAND
Registration Number:	4883264	VYVE BROADBAND
Registration Number:	5486749	VYVE
Registration Number:	5492375	VYVE BROADBAND
Registration Number:	5365676	VYVE
Registration Number:	2614959	NORTHLAND CABLE TELEVISION
Registration Number:	1792960	

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 2165867129

Email: clkiedrowski@jonesday.com

Correspondent Name: Carrie L. Kiedrowski, Jones Day

TRADEMARK

Address Line 1: 901 Lakeside Aveune
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Carrie L. Kiedrowski

SIGNATURE: /Carrie L. Kiedrowski/

DATE SIGNED: 11/13/2020

Total Attachments: 7

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This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of November 12, 2020, is between the Person listed on the signature pages hereof (the “Grantor”) and TRUIST BANK, as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EAGLE BROADBAND INVESTMENTS, LLC, a Delaware limited liability company (the “Parent Borrower”), NORTHLAND CABLE PROPERTIES, INC., a Washington corporation (“NCP”), NORTHLAND CABLE TELEVISION, INC., a Washington corporation (“NCT”) and together with NCP and the Parent Borrower, the “Borrowers”), MEGA BROADBAND INVESTMENTS INTERMEDIATE I, LLC, a Delaware limited liability company (“Holdings”), VYVE BROADBAND INVESTMENTS, LLC, a Delaware limited liability company (“Intermediate Holdings”), Mega Broadband Investments LLC, a Delaware limited liability company (“Mega TopCo”), Mega Acquisition Holdings, Inc., a Delaware corporation (“Mega Holdings”) and together with Mega TopCo and Intermediate Holdings, the “Intermediate Parents”) and the other Persons listed on the signature pages thereof have entered into the Credit Agreement dated as of November 12, 2020 (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and TRUIST BANK, as Administrative Agent, Collateral Agent, an L/C Issuer and a Lender. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement dated as of November 12, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or created by the undersigned (the “Collateral”):

- (i) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby (the “Trademark Collateral”);
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect such damages, or otherwise recover with respect to such claims; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property, including, for clarity, any United States intent-to-use trademark or service mark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) 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 IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. 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.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN

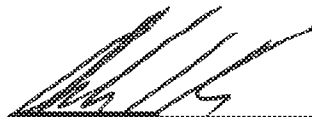
EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF
THEIR RIGHT TO TRIAL BY JURY.

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

VYVE BROADBAND, LLC
NORTHLAND CABLE TELEVISION,
INC.

By

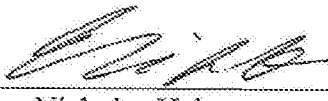


Name: Andrew Kober
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]


TRADEMARK
REEL: 007105 FRAME: 0206

TRUIST BANK,
as Collateral Agent

By: 
Name: Nicholas Hahn
Title: Managing Director

SCHEDULE A

TRADEMARKS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
Vyve Broadband, LLC	VYVE	86/980987	15-Oct-2013	5111388	27-Dec-2016
Vyve Broadband, LLC	VYVE BROADBAND	86/983315	15-Oct-2013	5360647	19-Dec-2017
Vyve Broadband, LLC	VYVE BROADBAND	86/977870	15-Oct-2013	4883264	05-Jan-2016
Vyve Broadband, LLC	VYVE	86/091679	15-Oct-2013	5486749	05-Jun-2018
Vyve Broadband, LLC	VYVE BROADBAND	86/091692	15-Oct-2013	5492375	12-Jun-2018
Vyve Broadband, LLC	VYVE	86/983332	15-Oct-2013	5365676	26-Dec-2017
Northland Cable Television, Inc.	NORTHLAND CABLE TELEVISION	76/291525	27-July-2001	2614959	03-Sept-2002
Northland Cable Television, Inc.		74/309640	01-Sept-1992	1792960	14-Sept-1993