

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC, as Collateral Agent		11/12/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	VYVE Broadband, LLC
<b>Street Address:</b>	Four International Drive
<b>Internal Address:</b>	Suite 330
<b>City:</b>	Rye Brook
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10573
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	VYVE Broadband J, LLC
<b>Street Address:</b>	Four International Drive
<b>Internal Address:</b>	Suite 330
<b>City:</b>	Rye Brook
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10573
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5486749	VYVE
<b>Registration Number:</b>	5365676	VYVE
<b>Registration Number:</b>	5492375	VYVE BROADBAND
<b>Registration Number:</b>	5360647	VYVE BROADBAND
<b>Registration Number:</b>	4883264	VYVE BROADBAND
<b>Registration Number:</b>	5111388	VYVE

## CORRESPONDENCE DATA

Fax Number: 2165790212

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

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

<b>NAME OF SUBMITTER:</b>	Carrie L. Kiedrowski
<b>SIGNATURE:</b>	/Carrie L. Kiedrowski/
<b>DATE SIGNED:</b>	11/13/2020

**Total Attachments: 4**  
source=Truist\_MBI -- Trademark Security Agreement Release (Vyve) (Executed 2020.11.12) (002)#page1.tif  
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## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Release") is made as of November 12, 2020 (the "Release Date") by BSP AGENCY, LLC, with principal offices at 9 West 57<sup>th</sup> Street, Suite 4700, New York, New York 10019 ("Collateral Agent"), for the benefit of VYVE BROADBAND, LLC, a Delaware limited liability company, and VYVE BROADBAND J, LLC, a Delaware limited liability company, with principal offices at Four International Dr., Suite 330, Rye Brook, NY 10573 (each a "Grantor", and collectively the "Grantors").

WHEREAS, the Grantors entered into that certain Grant of Security Interest in United States Trademarks, dated as of November 1, 2019 with Collateral Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Trademark Security Agreement"), pursuant to which each Grantor has granted to Collateral Agent a continuing security interest in:

(i) all of the Grantors' right, title and interest in, to and under the United States trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in that certain Security Agreement among each Grantor, the other grantors from time to time party thereto and the Collateral Agent, dated as of November 1, 2019 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement")) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (clauses (i)-(iv) collectively, the "Trademarks").

WHEREAS, on November 4, 2019, Collateral Agent recorded with the United States Patent and Trademark Office (the "USPTO"), at Reel 006786, Frame 0260, notices of security interests in the Trademarks; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Grantors have requested that Collateral Agent release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Collateral Agent hereby irrevocably and forever terminates the Trademark Security Agreement and terminates, releases and discharges the entirety of the security interest and continuing lien on the Trademarks.
2. Recordation of Release. Collateral Agent understands and agrees that this Release may be recorded by or for each Grantor with the USPTO at the Grantors' sole cost and expense.
3. Further Actions. Collateral Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the

Grantors may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Grantors and the cost and expense of such documents and actions shall be borne solely by the Grantors.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

**BSP AGENCY, LLC**, as Agent

By: Benefit Street Partners L.L.C., its Sole Member

By:   
Name: Mike Frick  
Title: Authorized Signatory

**SCHEDULE A**  
**to**  
**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/ Applications**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>GRANTOR</u>
VYVE	5486749	June 05, 2018	Vyve Broadband, LLC
VYVE	5365676	Dec. 26, 2017	Vyve Broadband, LLC
VYVE BROADBAND	5492375	June 12, 2018	Vyve Broadband, LLC
VYVE BROADBAND	5360647	Dec. 19, 2017	Vyve Broadband, LLC
VYVE BROADBAND	4883264	Jan. 05, 2016	Vyve Broadband, LLC
VYVE	5111388	Dec. 27, 2016	Vyve Broadband, LLC