

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broad Sky Networks, LLC		12/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation		
Street Address:	5400 Lyndon B. Johnson Freeway, Suite 1300		
City:	Dallas,		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88268417	WIRELESS WINDOW	
Serial Number:	87767505	BROAD SKY WE MAKE WIRELESS WORK	
Serial Number:	87767443	BROAD SKY NETWORKS	
Serial Number:	87767465	WE MAKE WIRELESS WORK	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	mwinston@sheppardmullin.com		
Correspondent Name:	Marshaya Winston		
Address Line 1:	2200 Ross Avenue, 24th Floor		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	70MC-325642		
NAME OF SUBMITTER:	Marshaya Winston		
SIGNATURE:	/s/ Marshaya Winston		
DATE SIGNED:	12/11/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “IP Security Agreement”) dated as of December 11, 2020, is made by (i) **INTELLISITE CONNECTIVITY, INC.**, a Delaware corporation (“Holdings”) and; (ii) immediately upon consummation of the Closing Date Acquisition, **BROAD SKY NETWORKS, LLC**, a Delaware limited liability company (the “Company,” and together with Holdings, the “Grantors” and each a “Grantor”) in favor of **CAPITAL SOUTHWEST CORPORATION**, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for the Secured Parties (as defined below).

WHEREAS, Grantors and various Affiliates of Grantors, the Administrative Agent, the L/C Issuer and certain financial institutions from time to time party thereto (collectively, the “Lenders”) entered into that certain Credit Agreement dated as of dated as of December 11, 2020, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent, on behalf of the Secured Parties, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

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

SECTION 1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, or if not therein, in the Uniform Commercial Code as in effect in the state of New York. The following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

“Patents” means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof

or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to the Administrative Agent, on behalf of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those which are registered as set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those which are registered as set forth on Schedule C hereto;
- (iv) 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 such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations**. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation**. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **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.

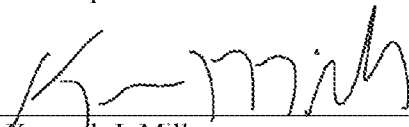
SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement. To the extent there is any inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

[Remainder of page intentionally left blank]

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

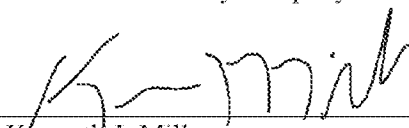
GRANTORS:

INTELLISITE CONNECTIVITY, INC.,
a Delaware corporation

By: 
Name: Kenneth J. Mills
Title: Chief Executive Officer

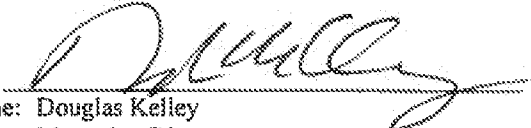
The undersigned hereby confirms that, immediately upon the consummation of the Closing Date Acquisition, it hereby joins this Agreement in the capacity of a Grantor.

BROAD SKY NETWORKS, LLC,
a Delaware limited liability company

By: 
Name: Kenneth J. Mills
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

CAPITAL SOUTHWEST CORPORATION

By: 
Name: Douglas Kelley
Title: Managing Director

(Signature Page to Intellectual Property Security Agreement)

SCHEDULE A
TO
IP SECURITY AGREEMENT

PATENTS

None.

(Schedule A to Intellectual Property Security Agreement)

SMRH:4840-5931-2594

TRADEMARK
REEL: 007130 FRAME: 0167

SCHEDULE B
TO
IP SECURITY AGREEMENT

TRADEMARKS

	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
1.	WIRELESS WINDOW	United States	88-268417 01/19/2019		09	Broad Sky Networks LLC	Pending
2.	BROAD SKY WE MAKE WIRELESS WORK	United States	87/767505 01/23/2018	5631021 12/18/2018	35 38	Broad Sky Networks LLC	Registered
3.	BROAD SKY NETWORKS	United States	87/767443 01/23/2018	5631019 12/18/2018	35 38	Broad Sky Networks LLC	Registered
4.	WE MAKE WIRELESS WORK	United States	87/767465 01/23/2018	5631020 12/18/2018	35 35	Broad Sky Networks LLC	Registered

(Schedule B to Intellectual Property Security Agreement)

SCHEDULE C
TO
IP SECURITY AGREEMENT

COPYRIGHTS

None.

(Schedule C to Intellectual Property Security Agreement)

SMRH:4840-5931-2594

RECORDED: 12/11/2020

**TRADEMARK
REEL: 007130 FRAME: 0169**