

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618695

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BULLSEYE TELECOM, INC.		12/31/2020	Corporation: MICHIGAN
BANDWAVE SYSTEMS, LLC		12/31/2020	Limited Liability Company: PENNSYLVANIA
BULLSEYE TELECOM OF VIRGINIA, LLC		12/31/2020	Limited Liability Company: VIRGINIA
BULLSEYE BUSINESS SOLUTIONS HOLDINGS, INC.		12/31/2020	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	4000 Town Center
Internal Address:	Suite 1260
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48075
Entity Type:	National Banking Association: MICHIGAN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3440554	BULLSEYE
Registration Number:	5004089	BULLSEYE ONE
Registration Number:	3287827	BULLSEYE TELECOM
Registration Number:	3201007	BULLSEYE TELECOM
Registration Number:	3966336	BULLSEYE TELECOM
Registration Number:	4888184	BULLSEYE UC
Registration Number:	3440385	CORPORATE ADVANTAGE
Registration Number:	3846218	SURELINE

CORRESPONDENCE DATA

Fax Number:

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: 313 223 3009
Email: nlevine@dickinsonwright.com
Correspondent Name: Rachel L. Wolock, Dickinson Wright PLLC
Address Line 1: 500 Woodward Avenue
Address Line 2: suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER: 027108-00014

NAME OF SUBMITTER: Rachel Wolock

SIGNATURE: /Rachel Wolock/

DATE SIGNED: 01/06/2021

Total Attachments: 8

source=010-Intellectual Property Security Agreement#page1.tif
source=010-Intellectual Property Security Agreement#page2.tif
source=010-Intellectual Property Security Agreement#page3.tif
source=010-Intellectual Property Security Agreement#page4.tif
source=010-Intellectual Property Security Agreement#page5.tif
source=010-Intellectual Property Security Agreement#page6.tif
source=010-Intellectual Property Security Agreement#page7.tif
source=010-Intellectual Property Security Agreement#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of December 31, 2020, is made by BULLSEYE TELECOM, INC., a Michigan corporation (“BullsEye”), BANDWAVE SYSTEMS, L.L.C., a Pennsylvania limited liability company (“Bandwave”) (BullsEye, Bandwave, and each other Person who joins the Loan Agreement (as defined below) as a borrower from time to time, are each a “Borrower” and collectively the “Borrowers”), BullsEye Telecom of Virginia, LLC, a Virginia limited liability company (“BullsEye VA”), BULLSEYE BUSINESS SOLUTIONS HOLDINGS, INC., a Michigan corporation (“BBSH”, and together with BullsEye, Bandwave, and BullsEye VA, each a “Grantor” and collectively the “Grantors”), in favor of KeyBank National Association, a national banking association (“Lender”).

Borrowers and Lender have entered into a Loan Agreement dated on or about the date of this IP Security Agreement (as amended, restated, supplemented, or modified from time to time, the “Loan Agreement”).

As a condition precedent to Lender making loans and providing other financial accommodations to Borrowers under the Loan Agreement, BullsEye executed and delivered to Lender that certain Security Agreement dated on or about the date of this IP Security Agreement (the “BullsEye Security Agreement”), Bandwave executed and delivered to Lender that certain Security Agreement dated on or about the date of this IP Security Agreement (the “Bandwave Security Agreement”), BullsEye VA executed and delivered to Lender that certain Security Agreement dated on or about the date of this IP Security Agreement (the “BullsEye VA Security Agreement”), and BBSH executed and delivered to Lender that certain Security Agreement dated on or about the date of this IP Security Agreement (the “BBSH Security Agreement”, and together with the BullsEye Security Agreement, the Bandwave Security Agreement, and the BullsEye VA Security Agreement, as each may be amended, restated, supplemented or modified from time to time, each a “Security Agreement” and collectively the “Security Agreements”).

Under the terms of the Security Agreements, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. Each Grantor hereby grants to the Lender a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “IP Collateral”):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (collectively, the “Patents”).

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (collectively, the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (collectively, the “Copyrights”).

1.4 All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

1.5 Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. New or Newly Identified IP Assets. If any Grantor (i) becomes aware of any existing IP Assets (as defined below) of which any Grantor has not previously informed Lender, (ii) obtains rights to any other IP Assets, or (iii) becomes entitled to the benefit of any IP Assets which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement shall automatically apply thereto, such IP Assets shall automatically be deemed IP Collateral hereunder, and such Grantor must give to Lender prompt written notice thereof. Each Grantor hereby authorizes Lender to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Assets, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials (domestic or foreign) to record and register or re-record or re-register this IP Security Agreement. Upon Lender’s request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender’s interest in all IP Assets added to Schedules 1, 2, and 3 pursuant to this Section. “IP Assets” means any (i) patent or patent application of any Grantor and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof; (ii) trademark registration or application of any Grantor together with the goodwill symbolized thereby and all extensions and renewals thereof (excluding, however, any United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications

or the validity or enforceability of registrations issuing from such applications); (iii) copyright, whether registered or unregistered, of any Grantor and all extensions and renewals thereof; (iv) rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (v) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (vi) claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreements, which are hereby incorporated by reference. The provisions of the Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreements, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

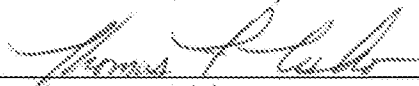
6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan, without regard to the conflict of laws principles thereof.

[Remainder of Page Intentionally Left Blank]

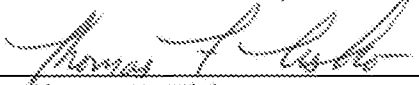
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:


BULLSEYE TELECOM, INC.

By: 
Name: Thomas F. Tisko
Title: President

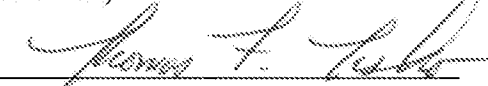
BANDWAVE SYSTEMS, L.L.C.

By: 
Name: Thomas F. Tisko
Title: President

**BULLSEYE TELECOM OF VIRGINIA,
LLC**

By: 
Name: Thomas F. Tisko
Title: President

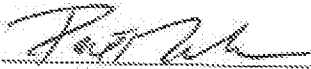
**BULLSEYE BUSINESS SOLUTIONS
HOLDINGS, INC.**

By: 
Name: Thomas F. Tisko
Title: President

AGREED TO AND ACCEPTED:

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Paul T. Watson, VP
Title: Key Authorized Signer

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 007156 FRAME: 0588

SCHEDULE 1

PATENTS

A. Patent Applications

None.

B. Patents

None.



SCHEDULE 2

TRADEMARKS

A. Trademark Applications

None.

B. Trademark Registrations

Owner	Application Date	Registration Date	Jurisdiction of Registration or Application	Trademark, Trade Name, or Service Mark Number	Status
BullsEye Telecom, Inc.	12/07/2007	06/03/2008	USA	BullsEye	Reg. No. 3440554
BullsEye Telecom, Inc.	10/24/2014	07/19/2016	USA	BULLSEYE ONE	Reg. No. 5004089
BullsEye Telecom, Inc.	06/13/2005	09/04/2007	USA	BULLSEYE TELECOM	Reg. No. 3287827
BullsEye Telecom, Inc.	10/06/2005	01/23/2007	USA	BULLSEYE TELECOM & Design 	Reg. No. 3201007
BullsEye Telecom, Inc.	10/19/2010	05/24/2011	USA	BULLSEYE TELECOM Color Logo 	Reg. No. 3966336
BullsEye Telecom, Inc.	03/17/2015	01/19/2016	USA	BULLSEYE UC	Reg. No. 4888184
BullsEye Telecom, Inc.	10/05/2007	06/03/2008	USA	CORPORATE ADVANTAGE	Reg. No. 3440385
BullsEye Telecom, Inc.	06/03/2009	09/07/2010	USA	SURELINE	Reg. No. 3846218

SCHEDULE 3
COPYRIGHTS

None.