

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIRSPAN NETWORKS INC.		12/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DBFIP ANI LLC		
Street Address:	1345 Avenue of the Americas, 46th Floor		
Internal Address:	c/o Fortress Investment Group		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6127237	AIRSTRAND	
Registration Number:	6127238	AIRHARMONY	
Registration Number:	4614055	AIRSYNERGY	
Registration Number:	2063647	AIRSPAN	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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>			
Phone:	212-549-4195		
Email:	cnye@reedsmith.com		
Correspondent Name:	Peter A. Emmi, Reed Smith LLP		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	23rd Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Peter A. Emmi		
SIGNATURE:	/Peter A. Emmi/		
DATE SIGNED:	01/07/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made this December 30, 2020, by **AIRSPAN NETWORKS INC.**, a Delaware corporation (the “**Grantor**”) in favor of **DBFIP ANI LLC**, a Delaware limited liability company (“**Fortress**”), as collateral agent and trustee for the Lenders as defined below (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, **AIRSPAN NETWORKS INC.**, a Delaware corporation, as borrower (the “**Borrower**”), and certain subsidiaries of the Borrower party thereto (the Borrower together with the other Subsidiaries thereafter designated as Guarantors pursuant to Section 6.12 of the Credit Agreement, each a “**Loan Party**” and, collectively the “**Loan Parties**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and Fortress in its capacity as the Collateral Agent and Administrative Agent, are party to a Credit Agreement, dated as of December 30, 2020 (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced, or refinanced from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, certain of the Loan Parties are party to a Security Agreement, dated as of December 30, 2020 (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced or refinanced from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby pledge, collaterally assign and transfer to the Collateral Agent, and hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Trademarks and Trademark Licenses, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Trademarks and the Trademark Licenses referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Trademark Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included all proceeds and products of, and all past, present and future income, royalties and any other payments associated with the foregoing, now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, “**Trademark Collateral**” shall not include any Excluded Assets.

2. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. **SECURITY AGREEMENT.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. **AUTHORIZATION TO SUPPLEMENT.** If the Grantors shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantors’ obligations under this Section 4, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights or Trademark Licenses of the Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. **CONSTRUCTION.** The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.


7. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

AIRSPAN NETWORKS INC.,
a Delaware corporation

By: 
Name: David Blant
Title: Senior Vice President and Chief
Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications: None

Trademark Registrations:

Country	Mark	Owner	Class	Reg. No. Reg. Date
United States	AIRSYNERGY	Airspan Networks Inc.	9	5864672 9/24/2019
United States	AIRSTRAND	Airspan Networks Inc.	9	6127237 8/18/2020
United States	AIRHARMONY	Airspan Networks Inc.	9	6127238 8/18/2020
United States	AIR5G	Airspan Networks Inc.	9	5766264 6/4/2019
United States	AIRSYNERGY	Airspan Networks Inc.	9	4614055 9/30/2014
United States	AIRSPAN	Airspan Networks Inc.	9	2063647 5/20/1997