

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q LinkWireless LLC		01/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Synovus Bank		
Street Address:	1148 Broadway		
City:	Columbus		
State/Country:	GEORGIA		
Postal Code:	31901		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5787304	Q LINK WIRELESS ZONE	
Serial Number:	90160675	QLINK WIRELESS CONNECTING AMERICA	
Serial Number:	88435483	EVERY CALL STARTS WITH HELLO	
Registration Number:	5830354	Q LINK ZONE	
Registration Number:	5735534	WIRELESS WITHOUT LIMITS	
Registration Number:	5577389	QLINK MOBILE	
Registration Number:	4789832	QLINK	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,faisal.kraziem@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	01/31/2021		

OP \$190.00 5787304

Total Attachments: 5

source=Q-Link.Synovus - Trademark Security Agreement (Executed)#page1.tif

source=Q-Link.Synovus - Trademark Security Agreement (Executed)#page2.tif

source=Q-Link.Synovus - Trademark Security Agreement (Executed)#page3.tif

source=Q-Link.Synovus - Trademark Security Agreement (Executed)#page4.tif

source=Q-Link.Synovus - Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 29, 2021, by the undersigned (the "Grantor"), in favor of SYNOVUS BANK, as lender (in such capacity, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain **REVOLVING CREDIT, SECURITY AND GUARANTY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of January 29, 2021, by and among **QUADRANT HOLDINGS GROUP LLC**, a Delaware limited liability company ("Parent"), **Q LINK WIRELESS LLC**, a Delaware limited liability company ("Q-Link"), **QLIXAR CORPORATION**, a Puerto Rico corporation ("Qlixar", together with Q-Link and each other Person that joins the Credit Agreement as a Borrower pursuant to the terms thereof, the "Borrowers" and each individually, a "Borrower"), each party that signs the Credit Agreement as a Guarantor from time to time, and **SYNOVUS BANK** ("Synovus"), as Lender and as letter of credit issuer; and

WHEREAS, as a condition precedent to the making of Loans by the Lender under the Credit Agreement from time to time, the Grantor alongside other Grantors has executed and delivered that certain security and pledge agreement dated January 29, 2021, in favor of Synovus as Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Synovus, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities as applicable.

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

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein (including in the Recitals and Preamble) have the meanings given to them in the Credit Agreement, and this Agreement shall be subject to the rules of construction set forth in Article I of the Credit Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to the Lender a security interest in all of its rights, title and interests in, to and under

the following, whether now owned or presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) each United States trademark, now held or hereafter acquired by the Grantor, including any registrations, recordings, supplemental registrations and pending applications for registration of any trademarks now held or hereafter acquired by the Grantor, which are registered in the United States Patent and Trademark Office (USPTO) or the equivalent thereof in any State of the United States, as well as any unregistered trademarks used by the Grantor (collectively, the “Trademark”), including, without limitation, each Trademark registration and application listed on Schedule 1 annexed hereto;

(b) all renewals or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including any Trademark exclusively licensed under any written agreement, now or hereafter in effect, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any such agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the Trademark registrations and applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks applications owned by or pending in the name of the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 12.3 AND 13.1 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.


[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

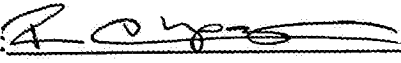
Q LINK WIRELESS LLC

By: Quadrant Holdings Group LLC
Its: Manager

By: 
Name: Issa Asad
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

SYNOVUS BANK,
as Lender



By:  _____

Name: Rory Champagne

Title: SVP Middle Market Banker

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Owner's Name	Serial Number	Reg Number	Word Mark	Date of Application	Status
Q Link Wireless LLC	88206489	5787304		Nov. 27, 2018	Active, issued on Jun. 25, 2019
Q Link Wireless LLC	90160675	N/A		Sep. 04, 2020	Awaiting Examination
Q Link Wireless LLC	88435483	5951913	EVERY CALL STARTS WITH HELLO	May 17, 2019	Active, issued on December 31, 2019
Q Link Wireless LLC	88207228	5830354	Q LINK ZONE	Nov. 27, 2018	Active, issued on August 6, 2019
Q Link Wireless LLC	88038238	5735534	WIRELESS WITHOUT LIMITS	July 15, 2018	Active, issued on April 23, 2019
Q Link Wireless LLC	87745830	5577389	QLINK MOBILE	Jan. 6, 2018	Active, issued on October 2, 2018
Q Link Wireless LLC	86485026	4789832	QLINK	Dec. 18, 2014	Active, issued on August 11, 2015