

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM627122

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABC Phones of North Carolina, Inc.		02/19/2021	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4591956	DIAMOND WIRELESS	
<b>Registration Number:</b>	4588875	DWP	
<b>Registration Number:</b>	4588874	DWP	
<b>Registration Number:</b>	5450011	VICTRA	
<b>Serial Number:</b>	88817627	VNATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	02/19/2021		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “Trademark Security Agreement”), is made by ABC Phones of North Carolina, Inc., a North Carolina corporation (the “Grantor”) in favor of Wilmington Trust, National Association, as collateral agent (together with its successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Indenture referred to below).

WHEREAS, LSF9 Atlantis Parent, LLC, a Delaware limited liability company (including its permitted successors, the “Parent”), LSF9 Atlantis Holdings, LLC, a Delaware limited liability (including its permitted successors, the “Company”), Victra Finance Corp., a Delaware corporation (including its permitted successors, the “Co-Issuer”, and together with the Company, the “Issuers”) have entered into an Indenture, dated as of February 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Indenture”), with the Collateral Agent and Wilmington Trust, National Association, as trustee, pursuant to which the Issuers’ have issued the 7.750% Senior Secured Notes due 2026 (the “Senior Secured Notes”). Capitalized terms used and not defined herein have the meanings given such terms in the Indenture.

WHEREAS, it is a condition precedent to the issuance of the Senior Secured Notes pursuant to the Indenture that the Grantor shall have executed and delivered that certain Notes Collateral Agreement, dated as of February 19, 2021, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Notes Collateral Agreement”).

WHEREAS, under the terms of the Notes Collateral Agreement and subject to the limitations contained therein, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including certain of its Trademarks and has agreed as a condition thereof to execute this Trademark Security Agreement with respect to certain of its Trademarks in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

**SECTION 1 Grant of Security.** The Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (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 Grantor’s Obligations (as defined in the Notes Collateral Agreement):

(a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names,

trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 1 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) all Trademark Licenses (as defined in the Notes Collateral Agreement) to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) all rights to sue for past, present and future infringements of the Trademarks;

(d) all income, royalties, damages, claims and payments and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; and

(e) all Proceeds and products of the foregoing.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this Trademark Security Agreement, none of the Excluded Assets shall constitute Trademark Collateral.

SECTION 3 Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

SECTION 4 Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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 5 GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Notes Collateral Agreement and the Indenture. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Notes Collateral Agreement and the Indenture, all terms and provisions of which are incorporated herein by reference. In the

event that any provisions of this Trademark Security Agreement are in conflict with the Notes Collateral Agreement or the Indenture, the provisions of the Notes Collateral Agreement or the Indenture, as applicable, shall govern.

**SECTION 7 ABL Intercreditor Agreement, Pari Passu Intercreditor Agreement.**

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the ABL Intercreditor Agreement and this Trademark Security Agreement, the provisions of the ABL Intercreditor Agreement shall control. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties pursuant to this Trademark Security Agreement, and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder, with respect to the Collateral are subject to the provisions of any Pari Passu Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of such Pari Passu Intercreditor Agreement and this Trademark Security Agreement with respect to the Collateral, the provisions of such Pari Passu Intercreditor Agreement shall prevail.

**SECTION 8 Notice.** Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Notes Collateral Agreement. Nothing in this Trademark Security Agreement or any other Notes Document will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by law.

**SECTION 9 Concerning the Collateral Agent.** Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Indenture, as if such rights, privileges, immunities and indemnities were set forth herein.

*[signature pages follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

ABC PHONES OF NORTH CAROLINA, INC., as  
Grantor

By: 

Name: B. Clyde Preslar

Title: Executive Vice President, Chief Financial  
Officer and Treasurer

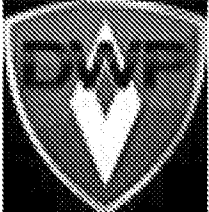
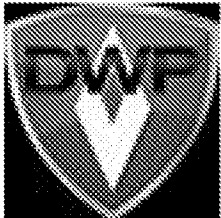

[Signature Page to Notes Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007197 FRAME: 0737**

Wilmington Trust, National Association,  
as Collateral Agent

By: Karen Ferry  
Name: Karen Ferry  
Title: Vice President

TRADEMARKS<sup>1</sup>

Registrant	Trademark	Country / State	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
DIAMOND WIRELESS, LLC	DIAMOND WIRELESS	United States	86/129,284	November 26, 2013	4,591,956	August 26, 2014	Registered
DIAMOND WIRELESS, LLC	DWP Mark 	United States	86/192,512	February 13, 2014	4,588,875	August 19, 2014	Registered
DIAMOND WIRELESS, LLC	DWP Mark 	United States	86/192,511	February 13, 2014	4,588,874	August 19, 2014	Registered
AKA Wireless VI, Inc.	Z WIRELESS	Wisconsin			20141444 480	12/31/14	Registered
ABC Phones of North Carolina, Inc.	Victra 	United States	87457191	5/19/17	5450011	4/17/18	Registered
ABC Phones of North Carolina, Inc.	VNATION	United States	88817627	3/2/20			Pending

<sup>1</sup> All Trademarks have been assigned to ABC Phones of North Carolina, Inc. Confirmation of the assignment from the United States Patent and Trademarks office is pending.