

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636221

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Star2Star Communications, LLC		03/31/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toronto-Dominion Bank, as Administrative Agent		
<b>Street Address:</b>	66 Wellington Street West, 9th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5601817	GALAXY CLOUD	
<b>Registration Number:</b>	5618041	HYBRIDCONNECT	
<b>Registration Number:</b>	5607636	NATBUSTER	
<b>Registration Number:</b>	1883430	PERFECT VOICE	
<b>Registration Number:</b>	3170434	PERFECT VOICE	
<b>Registration Number:</b>	5697952	ROCKET	
<b>Registration Number:</b>	4854742	STARBOX	
<b>Registration Number:</b>	5440947	STARCENTER	
<b>Registration Number:</b>	6131254	STARDAAS	
<b>Registration Number:</b>	6076349	STARDRAAS	
<b>Registration Number:</b>	5960912	STARFAX	
<b>Registration Number:</b>	6142957	STARHUB	
<b>Registration Number:</b>	5770319	STARMESSENGER	
<b>Registration Number:</b>	5997601	STARPAAS	
<b>Registration Number:</b>	6076350	STARRECOVERY	
<b>Registration Number:</b>	6076348	STARRELIANT	
<b>Registration Number:</b>	5207788	STARSCOPE	
<b>Registration Number:</b>	3956531	STAR2STAR	
<b>Registration Number:</b>	5396426	STARSYSTEM	
<b>TRADEMARK</b>			

OP \$590.00 5601817

Property Type	Number	Word Mark
Registration Number:	5897309	STARVIDEO
Registration Number:	6076099	STARWAN
Serial Number:	88383676	STARBLUE
Serial Number:	88746634	STARPHONE

**CORRESPONDENCE DATA**

**Fax Number:** 8888295817

*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:** (312) 288-3586

**Email:** john.cunningham@wolterskluwer.com

**Correspondent Name:** Nancy Helm Brown

**Address Line 1:** 2929 Allen Pkwy

**Address Line 2:** Suite 3300

**Address Line 4:** Houston, TEXAS 77019

<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia
<b>SIGNATURE:</b>	/Diandra M. LaMantia/
<b>DATE SIGNED:</b>	04/01/2021

**Total Attachments: 7**  
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## TRADEMARK COLLATERAL AGREEMENT

This 31<sup>st</sup> day of March, 2021, Star2Star Communications, LLC, a Delaware limited liability company (“*Debtor*”) with its principal place of business and mailing address at 600 Tallevast Road, Suite 202, Sarasota, Florida, 34243 United States, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to The Toronto-Dominion Bank, with its mailing address at 66 Wellington Street West, 9th Floor, Toronto, Ontario M5K 1A2, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (The Toronto-Dominion Bank acting as such administrative agent and any successor(s) or assign(s) to The Toronto-Dominion Bank acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of October 17, 2019, between Debtor, Agent and the other debtors party thereto, as the same may be amended, modified, supplemented or restated from time to time (the “*Security Agreement*”) and as supplemented pursuant to an Assumption and Supplement to Security Agreement dated as of the date hereof by Debtor in favor of Agent (the “*Joinder*”). Except as otherwise defined herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without

a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.


This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.


STAR2STAR COMMUNICATIONS, LLC

By

  
Name: William Wignall  
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

THE TORONTO-DOMINION BANK, as Agent

By  \_\_\_\_\_  
Name: Emilia Casado  
Title: Vice President

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

OWNER	MARKS	REG. NO.	REGISTRATION DATE
Star2Star Communications, LLC	GALAXY CLOUD	5,601,817	November 6, 2018
Star2Star Communications, LLC	HYBRIDCONNECT	5,618,041	November 27, 2018
Star2Star Communications, LLC	NATBUSTER	5,607,636	November 13, 2018
Star2Star Communications, LLC	PERFECT VOICE	1,883,430	March 14, 1995
Star2Star Communications, LLC	PERFECT VOICE and Design	3,170,434	November 14, 2006
			
Star2Star Communications, LLC	ROCKET	5,697,952	March 12, 2019
Star2Star Communications, LLC	STARBOX	4,854,742	November 17, 2015
Star2Star Communications, LLC	STARCENTER	5,440,947	April 10, 2018
Star2Star Communications, LLC	STARDAAS	6,131,254	August 18, 2020
Star2Star Communications, LLC	STARDRAAS	6,076,349	June 09, 2020
Star2Star Communications, LLC	STARFAX	5,960,912	January 14, 2020
Star2Star Communications, LLC	STARHUB	6,142,957	September 01, 2020
Star2Star Communications, LLC	STARMESSENGER	5,770,319	June 4, 2019

Star2Star Communications, LLC	STARPAAS	5,997,601	February 25, 2020
Star2Star Communications, LLC	STARRECOVERY	6,076,350	June 09, 2020
Star2Star Communications, LLC	STARRELIANT	6,076,348	June 09, 2020
Star2Star Communications, LLC	STARSCOPE	5,207,788	May 23, 2017
Star2Star Communications, LLC	STAR2STAR	3,956,531	May 10, 2011
Star2Star Communications, LLC	STARSYSTEM	5,396,426	February 6, 2018
Star2Star Communications, LLC	STARVIDEO	5,897,309	October 29, 2019
Star2Star Communications, LLC	STARWAN	6,076,099	June 9, 2020

**PENDING U.S. TRADEMARK APPLICATION NUMBERS**

OWNER	MARKS	SERIAL. NO.	DATE FILED
Star2Star Communications, LLC	STARBLUE	88,383,676	April 12, 2019
Star2Star Communications, LLC	STARPHONE	88,746,634	January 1, 2020