

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641060

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900606023

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tadpole Cartesia, Inc.		12/23/2020	Corporation: DELAWARE
3-GIS, LLC		12/23/2020	Limited Liability Company: ALABAMA
SSP MIDCO, LLC		12/23/2020	Limited Liability Company: DELAWARE
SSP INNOVATIONS HOLDINGS, LLC		12/23/2020	Limited Liability Company: DELAWARE
SSP-WIND LAKE, LLC		12/23/2020	Limited Liability Company: DELAWARE
SSP INNOVATIONS, LLC		12/23/2020	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	1675 Broadway, Suite 300
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3757297	TC TECHNOLOGY
Registration Number:	4293682	MIMS
Serial Number:	90174057	3-GIS LIVE
Serial Number:	90157740	3-GIS ADMIN
Serial Number:	90156915	3-GIS NETWORK EXPRESS
Serial Number:	90154494	3-GIS
Serial Number:	90144705	3-GIS PROSPECTOR
Serial Number:	90145239	3-GIS NETWORK SOLUTIONS
Serial Number:	90144554	3-GIS WEB
Serial Number:	90129304	3-GIS MOBILE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4715767	3-GIS LIVE

CORRESPONDENCE DATA

Fax Number: 3032231111

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: 3032231100

Email: DNTrademarkDocket@bhfs.com

Correspondent Name: Andrea M. LaFrance

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	006433.0361
NAME OF SUBMITTER:	Andrea M. LaFrance
SIGNATURE:	/Andrea M. LaFrance/
DATE SIGNED:	04/21/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by SSP MIDCO, LLC, a Delaware limited liability company (“Borrower”), SSP INNOVATIONS HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), SSP-WIND LAKE, LLC, a Delaware limited liability company (“SSP Wind”), SSP INNOVATIONS, LLC, a Colorado limited liability company (“SSP Innovations”), TADPOLE CARTESIA, INC., a Delaware corporation (“Tadpole”), 3-GIS, LLC, an Alabama limited liability company (“3-GIS” and, together with the Borrower, Holdings, SSP Wind, SSP Innovations and Tadpole, each a “Grantor” and, collectively, the “Grantors”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the benefit of the Lenders (in such capacity, together with its participants, successors and assigns, the “Agent”).

WHEREAS, pursuant to the Credit and Security Agreement, dated as of the date hereof, by and among the Grantors, the Agent and the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including all of Grantors’ copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained and to induce the Lenders to make the Loans under the Credit Agreement, the parties hereto agree as follows:

1. Grant of Security. Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations:

(a) all Intellectual Property Rights identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such copyrights, trademarks, and patents, as applicable; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in clause (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect

with respect to any of the property described in clause (a) above; provided that no grant of security interest herein shall include any Excluded Assets.

Grantor and Agent hereby acknowledge and agree that the security interest in the foregoing Intellectual Property Rights (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of such Intellectual Property Rights.

2. Recordation. Grantor authorizes Agent to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP 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.

4. Governing Law. Section 12.21 of the Credit Agreement is incorporated mutatis mutandis.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. 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 Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.

6. Notice. Section 12.4 of the Credit Agreement is incorporated mutatis mutandis.

[signature pages follow]

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

GRANTORS:

SSP INNOVATIONS HOLDINGS, LLC
a Delaware limited liability company

By: 
Name: Skye Perry
Title: Chief Executive Officer

SSP MIDCO, LLC,
a Delaware limited liability company

By: 
Name: Skye Perry
Title: Chief Executive Officer

SSP INNOVATIONS, LLC
a Colorado limited liability company

By: 
Name: Skye Perry
Title: Chief Executive Officer

SSP-WIND LAKE, LLC
a Delaware limited liability company

By: 
Name: Skye Perry
Title: Chief Executive Officer

3-GIS, LLC
an Alabama limited liability company

By: 
Name: Skye Perry
Title: Chief Executive Officer

TADPOLE CARTESIA, INC.
a Delaware corporation

By: 
Name: Skye Perry
Title: Chief Executive Officer

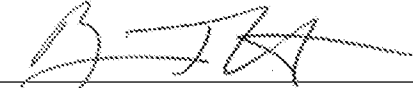
AGENT:

KEYBANK NATIONAL ASSOCIATION,
a national banking association

By:

Name:

Title:



Ryan Theret

Senior Vice President

SCHEDULE 1


Patents and Patent Applications:

3-GIS, LLC						
Title	Serial No.	Filing Date	Patent No.	Issue Date	Next Action	Due Date
System for Signal Management	14/943,603	11/17/2015	9,930,432	3/27/2018	3 1/2 Year Maintenance Fee Due	9/27/2021
System for Signal Management	15/937,236	3/27/2018	n/a	n/a	n/a	n/a
System for Signal Management	16/554,449	8/28/2019	n/a	n/a	n/a	n/a
System for preparing a fiber network design bill of materials	15/786,104	10/17/2017	n/a	n/a	n/a	n/a
Multi-Tenant Architecture	15/976,356	5/10/2018	n/a	n/a	n/a	n/a
Multi-Tenant Architecture	16/210,779	12/5/2018	10,678,015	6/9/2020	3 1/2 Year Maintenance Fee Due	12/11/2023
Multi-Tenant Architecture	62/504,101	5/10/2017	n/a	n/a	n/a	n/a

U.S. Trademarks of the Loan Parties:

TADPOLE CARTESIA, INC.		
Mark	Serial No. / Reg.	Filing Date
TC Technology	3757297	3/30/2021
MIMS	4293682	2/19/2019

3-GIS, LLC		
Mark	Serial No. / Reg.	Filing Date
3-GIS Live	90174057	September 11, 2020
3-GIS Admin	90157740	September 3, 2020

3-GIS Network Express	90156915	September 3, 2020
	90154494	September 2, 2020
3-GIS Prospector	90144705	August 28, 2020
3-GIS Network Solutions	90145239	August 28, 2020
3-GIS Web	90144554	August 28, 2020
3-GIS Mobile	90129304	August 21, 2020
3-GIS LIVE	86373460 / Reg. No. 4715767	August 21, 2014
MARKET STREET PROSERVICES	Alabama Reg. No. 114591	Jun. 30, 2014

Foreign Trademarks of the Loan Parties: None.

Pending U.S. Trademark Applications of the Loan Parties: None.

Copyrights, Copyright Works, Copyright Registrations:

1. **SSP Innovations, LLC:**

- a. Copyright Reg. No. TX0005917070 for eBandManager v1.0 computer program