

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640746

<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>
Momentum Telecom, Inc.		04/16/2021	Corporation: DELAWARE
BCM-SET, LLC		04/16/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services LLC, as Administrative Agent		
<b>Street Address:</b>	430 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3323795	MOMENTUM	
<b>Registration Number:</b>	2143399	SETEL	
<b>Registration Number:</b>	5943396	RPX	
<b>Registration Number:</b>	4566715	CLOUDNETGROUP	
<b>Registration Number:</b>	4566716	CLOUDNETGROUP	
<b>Serial Number:</b>	88844953	DRIVE UC	
<b>Serial Number:</b>	88844956	DRIVE UC	
<b>Serial Number:</b>	88574721	MOMENTUM TELECOM	
<b>Serial Number:</b>	88574723	MOMENTUM TELECOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		

CH \$240.00 3323795

<b>Address Line 4:</b>	Dallas, TEXAS 75201
<b>ATTORNEY DOCKET NUMBER:</b>	96939-30490
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	04/20/2021
<b>Total Attachments: 6</b> source=Momentum - Trademark Security Agreement (Executed) 266923839_1#page1.tif source=Momentum - Trademark Security Agreement (Executed) 266923839_1#page2.tif source=Momentum - Trademark Security Agreement (Executed) 266923839_1#page3.tif source=Momentum - Trademark Security Agreement (Executed) 266923839_1#page4.tif source=Momentum - Trademark Security Agreement (Executed) 266923839_1#page5.tif source=Momentum - Trademark Security Agreement (Executed) 266923839_1#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 16, 2021 (this “**Trademark Security Agreement**”), by and among Momentum Telecom, Inc., a Delaware corporation, BCM-SET, LLC, a Delaware limited liability company (each, a “**Grantor**”) and Churchill Agency Services LLC, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement).

Reference is made to that certain Credit Agreement, dated as of April 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Castle Intermediate Holdings, Inc., a Delaware corporation (“**Holdings**”), MBS Holdings, Inc., a Delaware corporation (the “**Borrower**”), the Administrative Agent and the Lenders from time to time party thereto.

Reference is also made to that certain Pledge and Security Agreement dated as of April 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

The Lenders and L/C Issuers (each as defined in the Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Consistent with the requirements set forth in Section 4.01 and Section 5.14 of the Credit Agreement, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

**SECTION 2. Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements. This Trademark Security Agreement shall not be deemed to grant a security interest in any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” and acceptance by the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable law, whether or not such trademark applications are set forth on Schedule I hereto.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

MOMENTUM TELECOM, INC.

By: 

Name: Robert Hagan

Title: Chief Financial Officer and Executive Vice  
President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007264 FRAME: 0732**

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

BCM-SET, LLC

By:  \_\_\_\_\_

Name: Robert Hagan

Title: Chief Financial Officer and Executive Vice  
President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007264 FRAME: 0733**

CHURCHILL AGENCY SERVICES LLC,  
as Administrative Agent

By: Churchill Asset Management, its member

By:   
Name: Mathew Linett  
Title: Senior Managing Director

**SCHEDULE I**

**TRADEMARKS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>TRADEMARK</b>
Momentum Telecom, Inc.	3323795	October 30, 2007	MOMENTUM
BCM-SET, LLC	2143399	March 10, 1998	SETEL
Momentum Telecom, Inc.	5943396	December 14, 2019	RPX
Momentum Telecom, Inc.	4566715	July 15, 2014	CLOUDNETGROUP
Momentum Telecom, Inc.	4566716	July 15, 2014	CLOUDNETGROUP

**TRADEMARK APPLICATIONS**

<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>FILING DATE</b>	<b>TRADEMARK</b>
Momentum Telecom, Inc.	90394306 <sup>1</sup>	December 18, 2020	MOMENTUM NAVIGATOR
Momentum Telecom, Inc.	90394316 <sup>2</sup>	December 18, 2020	MOMENTUM NAVIGATOR
Momentum Telecom, Inc.	88844953	March 23, 2020	DRIVE UC
Momentum Telecom, Inc.	88844956	March 23, 2020	DRIVE UC
Momentum Telecom, Inc.	88574721	August 12, 2019	MOMENTUM TELECOM
Momentum Telecom, Inc.	88574723	August 12, 2019	MOMENTUM TELECOM

---

<sup>1</sup> This application is currently filed as an intent-to-use trademark application and no security interest is granted in this application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" and acceptance by the United States Patent and Trademark Office with respect thereto

<sup>2</sup> This application is currently filed as an intent-to-use trademark application and no security interest is granted in this application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" and acceptance by the United States Patent and Trademark Office with respect thereto