

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645451

<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>
Prime Comms Retail, LLC		05/10/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank, as Administrative Agent		
<b>Street Address:</b>	245 Peachtree Center Ave. NE		
<b>Internal Address:</b>	17th Floor, Mail Code: GA-Atlanta-3707		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3871927	S FACTOR	
<b>Registration Number:</b>	3447050	SPRING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4045723401		
<b>Email:</b>	ssheesley@kslaw.com		
<b>Correspondent Name:</b>	Steven Sheesley		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	52990.515141		
<b>NAME OF SUBMITTER:</b>	Steven Sheesley		
<b>SIGNATURE:</b>	//Steven Sheesley//		
<b>DATE SIGNED:</b>	05/10/2021		
<b>Total Attachments: 6</b>			
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**Amended and Restated Trademark Security Agreement**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of May 10, 2021 (this "Security Agreement"), is made by PRIME COMMS RETAIL, LLC, a Delaware limited liability company (the "Grantor"), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor is party to (i) that certain Revolving Credit and Term Loan Agreement dated as of January 16, 2019 (as amended, restated, modified, replaced, increased, refinanced or supplemented from time to time, the "Existing Credit Agreement"), by and among Prime Communications, L.P., a Texas limited partnership (the "Borrower"), the other Loan Parties party thereto from time to time, the several banks and other financial institutions and lenders from time to time party thereto (the "Lenders") and the Administrative Agent, (ii) that certain Guaranty and Security Agreement dated as of January 16, 2019 by and among the Borrower, the other Grantors party thereto and the Administrative Agent (as amended, restated, modified or supplemented from time to time, the "Existing Guaranty and Security Agreement") and (iii) that certain Trademark Security Agreement dated as of January 16, 2019 (as amended, restated, modified or supplemented from time to time, the "Existing Trademark Security Agreement");

**WHEREAS**, the Existing Credit Agreement is being replaced by that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among the Borrower, the other Loan Parties party thereto, the Lenders from time to time party thereto and the Administrative Agent (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement") and, in connection therewith, the Existing Guaranty and Security Agreement is being replaced in the form of the Guaranty and Security Agreement, dated as of the date hereof, by and among the Borrower, the other Grantors party thereto, and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1 Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2 Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3 Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4 Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5 Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

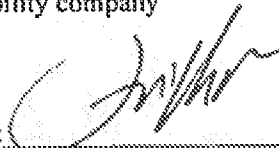
**Section 6 Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7 Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**Section 8 Amendment and Restatement.** This Security Agreement shall be deemed to amend, restate and replace the Existing Trademark Security Agreement in its entirety. It is the intention of each of the parties hereto that the Existing Trademark Security Agreement be amended and restated so as to preserve the perfection and priority of all security interests granted pursuant to the Existing Trademark Security Agreement. It is expressly understood and agreed by each of the parties hereto that this Security Agreement is in no way intended and shall not be deemed or construed to constitute a novation agreement. Grantors acknowledge and agree that (i) each reference in the Loan Documents to the "Trademark Security Agreement" shall be a reference to this Security Agreement and (ii) with respect to matters prior to the date of this Security Agreement, all terms of the Existing Trademark Security Agreement are ratified and confirmed.

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

PRIME COMMS RETAIL, LLC, a Delaware limited liability company

By:   
Farid Virani, President

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: \_\_\_\_\_  
Name:  
Title:

[Signature page to Trademark Security Agreement]

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


**PRIME COMMS RETAIL, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**TRUIST BANK**

By:  \_\_\_\_\_  
Name: J. Carlos Navarrete  
Title: Director

[Signature page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

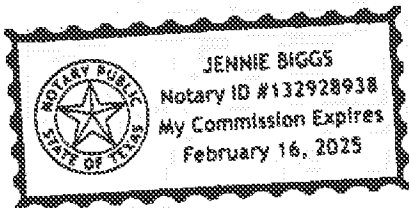
State of Texas )

County of Fort Bend )

ss.

On this 10 day of May, 2021 before me personally appeared Faiz Uman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Prime Comms Retail, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.


Jennie Biggs  
Notary Public



**SCHEDULE I**

**Trademarks**

**I. REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Date of Registration Issuance</b>	<b>Registration Number</b>	<b>Jurisdiction</b>	<b>Owner</b>
S FACTOR	11/9/2010	3,871,927	United States (Federal)	Prime Comms Retail, LLC
SPRING and Design  	6/10/2008	3,447,050	United States (Federal)	Prime Comms Retail, LLC
SPRING COMMUNICATIONS	02/12/2014	20141441416	Wisconsin	Prime Comms Retail, LLC
SPRING MOBILE	2/12/2014	20141441415	Wisconsin	Prime Comms Retail, LLC