

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modus LLC		08/31/2020	Limited Liability Company: DELAWARE
NextEdge Networks LLC		08/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5848599	MODUS	
Registration Number:	5581380	NEXTEDGE NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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>			
Phone:	216-586-3939		
Email:	cmintzer@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Cassandra P. Mintzer		
Address Line 1:	901 Lakeside Ave.		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	06/22/2021		
Total Attachments: 5			
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CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Confirmatory Grant”) is made effective as of August 31, 2020 by and from Modus LLC, a Delaware limited liability company (“Modus”), and NextEdge Networks LLC, a Delaware limited liability company (together with Modus, the “Grantors”), to and in favor of KEYBANK NATIONAL ASSOCIATION (the “Grantee”) for itself and as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, NEN Holdings, LLC, a Delaware limited liability company (“Initial Borrower”), and after the consummation of the Closing Date Acquisition, “Holdings”), NextEdge Networks Holdings LLC, a Delaware limited liability company (the “Borrower”), certain subsidiaries of Holdings party thereto, the lenders party thereto and KeyBank National Association, as Administrative Agent and Collateral Agent, have entered into the Credit and Guaranty Agreement, dated as of August 31, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Borrower, Holdings, and certain subsidiaries of Holdings have entered into the Pledge and Security Agreement, dated as of August 31, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”);

WHEREAS, the Grantors own certain Trademarks, including but not limited to those Trademarks listed on Exhibit A attached hereto, which listed Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) **Definitions.** All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.
- 2) **The Security Interest.**

This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors. Upon the indefeasible payment in full in cash of all Secured Obligations (other than any Remaining Obligations), and the cancellation, expiration, posting of backstop letters of credit (in form and from issuers reasonably satisfactory to the Issuing

Bank) or Cash Collateralization of all outstanding Letters of Credit in accordance with Section 2.4(h) of the Credit Agreement, the Grantee shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantors all reasonably requested instruments in writing releasing the security interest in the Trademarks that are the subject of this Confirmatory Grant.

(a) The Grantors hereby grant to the Grantee a security interest in (1) all of the Grantors' right, title and interest in and to the Trademarks constituting Collateral now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds and products of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) **Pledge and Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) **Recordation.** The Grantors authorize and request that the United States Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

5) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

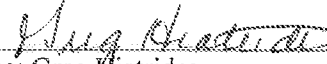
[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MODUS LLC

By: NextEdge Networks Holdings LLC, its Member

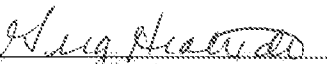
By: NEN Holdings, LLC, its Member

By: 
Name: Greg Hiatrides
Title: Vice President and Chairman

NEXTEDGE NETWORKS LLC


By: NextEdge Networks Holdings LLC, its Member

By: NEN Holdings, LLC, its Member

By: 
Name: Greg Hiatrides
Title: Vice President and Chairman

IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Sean P. MacIver
Title: Vice President

CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS
EXHIBIT A - SCHEDULE OF TRADEMARKS

Name of Mark	Registration Number	Registration Date	Owner
MODUS	5848599	09/03/2019	Modus LLC
NEXTEDGE NETWORKS	5581380	10/09/2018	NextEdge Networks LLC (f/k/a Titan Wireless Infrastructure LLC)