

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien IP Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aircom International Inc.		06/29/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	ING Bank N.V., London Branch, as Collateral Agent		
Street Address:	8-10 Moorgate		
Internal Address:	Attn: London Loans Agency		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 6DA		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3981878	AIRCOM OPTIMA	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/01/2021		
Total Attachments: 7			
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien IP Security Agreement”) dated June 29, 2021, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of ING Bank N.V., London Branch, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Senior Secured Debt Documents and the Amended and Restated Second Lien Pledge and Security Agreement.

WHEREAS, reference is made to that certain Deed of Covenant and Guarantee dated as of 14 December 2018 relating to Second Lien Floating Rate Notes due 2025 among Greenrock Finance, Inc., certain other Guarantors (as defined therein) and the Collateral Agent.

WHEREAS, the Grantor entered into the Amended and Restated Second Lien Pledge and Security Agreement dated as of the 14 December 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Amended and Restated Second Lien Pledge and Security Agreement”) as security for each Guarantor’s obligations under the Second Lien Finance Documents.

WHEREAS, under the terms of the Amended and Restated Second Lien Pledge and Security Agreement, the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and agreed as a condition thereof to execute this Second Lien IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following, in each case excluding any Excluded Collateral, (the “Collateral”):

- (a) the Trademarks (as defined in the Amended and Restated Second Lien Pledge and Security Agreement) set forth in Schedule A hereto;
- (b) the Patents (as defined in the Amended and Restated Second Lien Pledge and Security Agreement) set forth in Schedule B hereto; and
- (c) the Copyrights (as defined in the Amended and Restated Second Lien Pledge and Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Second Lien IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties,

fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Second Lien IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Second Lien IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The Grantor authorizes and requests that the Commissioner for Trademarks and the Commissioner for Patents, each of the United States Patent and Trademark Office, and the Register of Copyrights of the United States Copyright Office record this Second Lien IP Security Agreement.

SECTION 4. Execution in Counterparts. This Second Lien IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Second Lien IP Security Agreement has been entered into in conjunction with the provisions of the Amended and Restated Second Lien Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Amended and Restated Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Second Lien IP Security Agreement and the terms of the Amended and Restated Second Lien Pledge and Security Agreement, the terms of the Amended and Restated Second Lien Pledge and Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Second Lien IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Amended and Restated Second Lien Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

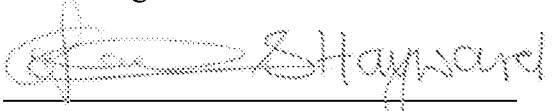
[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Second Lien IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

AIRCOM INTERNATIONAL INC.
as Grantor

By: Jan P. Abbs
Name: Jan Patrice Abbs
Title: Secretary

ING BANK N.V., LONDON BRANCH,
as Collateral Agent

By: 

Name: Gracinda Araujo & Sally Hayward
Title: Authorised Signatories

SCHEDULE A

Trademarks

Trademark	Country	Reg. No. / Date	App. No. / Date	Owner
AIRCOM OPTIMA	United States	3981878 21-JUN-2011	77552149 21-AUG-2008	Aircom International Limited

SCHEDULE B

Patents

Title	Country	Patent No. / Date	App. No. / Filed	Owner
MODELLING APPARATUS AND METHOD	United States	10291481 20190514	13/262831 20100415	Aircom International Limited & Teoco Corporation
TELECOMMUNICATION SYSTEM AND METHOD	United States	9439087 20160906	13/131522 20091117	Aircom International Limited & Teoco Corporation
MODELLING APPARATUS AND METHOD	United States	9198110 20151124	13/262832 20100415	Aircom International Limited
COMMUNICATIONS SYSTEM AND METHOD	United States	8812686 20140819	13/133374 20091119	Aircom International Limited
MODELLING APPARATUS AND METHOD	United States	8654676 20140218	13/262827 20100415	Aircom International Limited

SCHEDULE C

Copyrights

Title	Reg. No. / Date	Owner
DATASAFE.	TXu001367485 20070706	AIRCOM International, Inc.