

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM678450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xplornet Communications Inc.		10/01/2021	Corporation: NEW BRUNSWICK
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87853283	XPLORE	
Serial Number:	87853301	XPLOARNET	
Serial Number:	87853340	XPLOARNET	
Registration Number:	5089167	XPLOARNET	
Registration Number:	5089168	XPLOARNET	
Registration Number:	3137932	XPLOARNET	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	038263-0379		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/01/2021		

OP \$165.00 87853283

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2021 is made by Xplornet Communications Inc., a corporation existing under the laws of the Province of New Brunswick ("Grantor"), in favor of Barclays Bank PLC (in its individual capacity, "Barclays"), as Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 1, 2021, (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Grantor (the "Borrower"), Stonepeak Falcon Guarantor Inc., a corporation existing under the laws of the Province of British Columbia ("Holdings"), Barclays, as the Agent for the several financial institutions from time to time party to the Credit Agreement (collectively, the "Lenders" and individually each a "Lender") and the other Secured Parties and for itself as a Lender, and the other Lenders from time to time party thereto the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a Guaranty and Security Agreement, dated as of October 1, 2021 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks referred to on Schedule I hereto.

Together with all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Trademarks, as applicable and all income, royalties and proceeds at any time due or payable to the owner respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any of the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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 a conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Counterparts. This Trademark 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. The words "execution," "execute," "signed," "signature," and words of like import in or related to this Trademark Security Agreement or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act, Parts 2 and 3 of the Personal Information Protection and Electronic Documents Act (Canada), the Electronic Commerce Act, 2000 (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be.

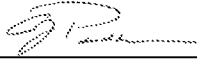
Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

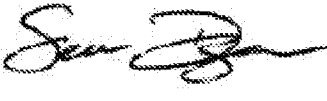
Very truly yours,

XPLORNET COMMUNICATIONS INC.,
as Grantor

By: 
Name: Christine J. Prudham
Title: Chief Legal and Regulatory Officer

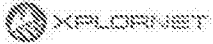

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC,
as Agent

By: 

Name: Sean Duggan
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Citation	Application Details	Owner
XPLORE XPLORE	Pending Section 44(D) App 28-MAR-2018 App 87853283	Xplornet Communications Inc. 625 Cochrane Drive, Suite 1000 Markham, ONTARIO CANADA, L3R9R9
XPLORNET XPLORNET	Pending Section 44(D) App 28-MAR-2018 App 87853301	Xplornet Communications Inc. 625 Cochrane Drive, Suite 1000 Markham, ONTARIO CANADA, L3R9R9
XPLORNET 	Pending Section 44(D) App 28-MAR-2018 App 87853340	Xplornet Communications Inc. 625 Cochrane Drive, Suite 1000 Markham, ONTARIO CANADA, L3R9R9
XPLORNET 	Registered App 18-AUG-2015 App 86728222 Reg 29-NOV-2016 Reg 5089167	Xplornet Communications Inc. 625 Cochrane Drive, Suite 1000 Markham, ONTARIO CANADA, L3R9R9
XPLORNET XPLORNET	Registered App 18-AUG-2015 App 86728233 Reg 29-NOV-2016 Reg 5089168	Xplornet Communications Inc. 625 Cochrane Drive, Suite 1000 Markham, ONTARIO CANADA, L3R9R9
XPLORNET XPLORNET	Renewed (Registered) Section 44(D) App 13-SEP-2004 App 78482478 Reg 05-SEP-2006 Reg 3137932	Xplornet Communications Inc. 625 Cochrane Drive, Suite 1000 Markham, ONTARIO CANADA, L3R9R9