

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clear Rate Communications, LLC		09/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank		
Street Address:	2000 McKinney Ave		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4090633	CLEAR RATE	
Registration Number:	4137954	CLEAR RATE COMMUNICATIONS	
Registration Number:	4137956	CLEAR RATE COMMUNICATIONS	
Registration Number:	4543361	EVERYTHING IN LIFE SHOULD BE THIS CLEAR	
Registration Number:	5245600	BROADBEAM	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	2024695160		
Email:	joanna.crosby@hklaw.com, thomas.brooke@hklaw.com, ptdocketing@hklaw.com		
Correspondent Name:	Joanna Crosby		
Address Line 1:	800 17th Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Joanna Crosby		
SIGNATURE:	/joannacrosby/		

OP \$140.00 4090633

DATE SIGNED:	10/07/2021
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of September 30, 2021, is made by and among Clear Rate Communications, LLC, a Delaware limited liability company (as successor-by-conversion to Clear Rate Communications, Inc., a Michigan corporation) (“*Grantor*”), in favor of TEXAS CAPITAL BANK, a Texas state-chartered bank (“*Secured Party*”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Grantor, Clear Rate Holdings, Inc., a Delaware corporation (“*Holdings*”), Clear Rate Telecom, L.L.C., a Michigan limited liability company (“*Telecom*”, and together with Grantor and Holdings, individually and collectively, jointly and severally, “*Borrower*”), and Secured Party (“*Lender*”), the Lender has severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Borrower and Lender have entered into that certain Security Agreement of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”); and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Lender to enter into the Credit Agreement and to induce Lender to make extensions of credit to Borrower under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Secured Party as follows:

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

Section 2. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor’s right, title and interest in and to the following (the “*Intellectual Property Collateral*”), whether now existing or hereafter arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income,

[Clear Rate] IP Security Agreement
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royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “*Pledged Trademarks*”);

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto and in connection with clause (v) below (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the “*Pledged Patents*”);

(c) (i) all copyrights, whether registered or unregistered and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein (including, but not limited to, business software), all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, “*Pledged Copyrights*”);

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the “*Pledged Trade Secrets*”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (A) any right to use any Pledged Trademark or Pledged Trade Secret, (B) any right under any Pledged Patent, and (C) any right under any Pledged Copyright, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Secured Party, pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remain Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This 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. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This 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 Texas, without regard to conflict of law principles thereof, but giving effect to federal laws that may be applicable.

Section 7. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

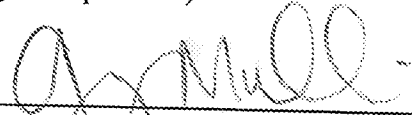
[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

CLEAR RATE COMMUNICATIONS, LLC, a Delaware limited liability company (as successor-by-conversion to Clear Rate Communications, Inc., a Michigan corporation)

By:



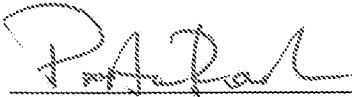
Name: Giny E. Mullins

Title: Vice Chairman and Secretary

ACCEPTED AND AGREED
as of the date first above written:

SECURED PARTY:

TEXAS CAPITAL BANK

By: 
Name: Preston Roush
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

#85959524

TRADEMARK
REEL: 007445 FRAME: 0760

**Schedule 1
to
Intellectual Property Security Agreement**

Intellectual Property

Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
United States	Clear Rate (standard characters)	4090633	01/24/12
United States	Clear Rate Communications (standard characters)	4137954	05/08/2012
United States	Clear Rate Communications Logo with Colors	4137956	05/08/2012
United States	Everything in life should be this clear (standard characters)	4543361	06/03/2014
United States	BroadBeam (standard character)	5245600	07/18/2017

Schedule 1 to Intellectual Property Security Agreement

#85959524

RECORDED: 10/07/2021

**TRADEMARK
REEL: 007445 FRAME: 0761**