

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABC Phones of North Carolina, Inc.		11/01/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Truist Bank, as Agent		
Street Address:	3333 Peachtree Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5450011	VICTRA	
Registration Number:	6298185	VNATION	
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:	058516-0108		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/01/2021		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “Trademark Security Agreement”), is made by each of ABC Phones of North Carolina, Inc., a North Carolina corporation, and AKA Wireless, Inc., a South Dakota corporation (collectively, the “Grantors,” and each, a “Grantor”), in favor of Truist Bank, as administrative agent and collateral agent (together with its successors in such capacity, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PROJECT VICTRA, LLC, a Delaware limited liability company (“Parent”), LSF9 ATLANTIS HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), VICTRA FINANCE CORP., a Delaware corporation (“Victra”, and together with the Holdings, the “Borrowers”), have entered into a 364-Day Credit Agreement, dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of November 1, 2021, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement and subject to the limitations contained therein, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ rights, title and interest in and to certain Collateral, including certain of their respective Trademarks and have agreed as a condition thereof to execute this Trademark Security Agreement with respect to certain of their respective Trademarks in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Grant of Security. Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

- (a) (i) all United States, state and foreign 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, Internet domain names, trademark and service mark registrations, designs and general intangibles of like

nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 1 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement) to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) all rights to sue for past, present and future infringements of the Trademarks;

(d) all income, royalties, damages, claims and payments and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; and

(e) all Proceeds and products of the foregoing.

SECTION 2. Excluded Assets. Notwithstanding anything to the contrary in this Trademark Security Agreement, none of the Excluded Assets shall constitute Trademark Collateral.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and

Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7. ABL Intercreditor Agreement, Senior Notes First Lien Intercreditor Agreement and any other Pari Passu Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent and the other Secured Parties are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the ABL Intercreditor Agreement and this Trademark Security Agreement, the provisions of the ABL Intercreditor Agreement shall control. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral, are subject to the provisions of the Senior Notes First Lien Intercreditor Agreement and any other Pari Passu Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of such Pari Passu Intercreditor Agreement and this Agreement with respect to the Collateral, the provisions of the Senior Notes First Lien Intercreditor Agreement and any other Pari Passu Intercreditor Agreement shall prevail.

SECTION 8. Notice. Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this Trademark Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ABC PHONES OF NORTH CAROLINA,
INC.,**

By: 

Name: Richard Balot

Title: Chief Executive Officer

{Signature Page to Trademark Security Agreement}

**TRADEMARK
REEL: 007479 FRAME: 0166**

AKA WIRELESS, INC. as Grantor

AKA WIRELESS, INC., as Grantor

By: 

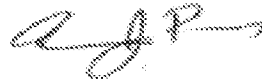
Name: Richard Balot

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007479 FRAME: 0167

TRUIST BANK, as Agent




By: _____

Name: Aaron Peyton

Title: Managing Director

TRADEMARKS

Registrant	Trademark	Country / State	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
AKA Wireless VI, Inc. ¹	Z WIRELESS	Wisconsin			20141444 480	12/31/14	Registered
ABC Phones of North Carolina, Inc.	Victra 	United States	87457191	5/19/17	5450011	4/17/18	Registered
ABC Phones of North Carolina, Inc.	VNATION	United States	88817627	3/2/20	6298185	3/23/21	Registered

¹ This Trademark is owned by AKA Wireless, Inc. as the successor-in-interest of AKA Wireless VI, Inc. by way of merger.