

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next Level Internet, Inc.		02/04/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Post Road Administrative LLC, as Administrative Agent		
Street Address:	2 Landmark Square, Suite 207		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5736948	NEXTLEVEL	
Registration Number:	5736947	NEXTLEVEL	
Registration Number:	5736946	NEXTLEVEL	
Registration Number:	6306840	NEXTMEETING	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
	<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:	3124996700		
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 S LaSalle St Ste 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G8805-00013		
NAME OF SUBMITTER:	Robert E. Horwath		
SIGNATURE:	/s/Robert E. Horwath		
DATE SIGNED:	02/04/2022		
Total Attachments: 9			

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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”), dated as of February 4, 2022, is made by **NEXT LEVEL INTERNET, INC.**, a California corporation (“**Grantor**”), in favor of **POST ROAD ADMINISTRATIVE LLC**, a Delaware limited liability company, in its capacity as administrative agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, “**Administrative Agent**”).

RECITALS

WHEREAS, Grantor, T3 Communications, Inc., a Nevada corporation (the “**Company**”), certain affiliates of Company, Administrative Agent and the financial institutions from time to time party thereto as lenders (each a “**Lender**” and collectively, the “**Lenders**”) are parties to that certain Credit Agreement executed on November 17, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), which provides (i) for Lenders to make certain loans to the Company, and (ii) for the grant by Grantor to Administrative Agent, on behalf of and for the benefit of itself and the Lenders, of a security interest in Grantor’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Credit Agreement to Administrative Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of Administrative Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Credit Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Credit Agreement) of the Obligations, as defined in the Credit Agreement (collectively, the “**Obligations**”), Grantor hereby grants to Administrative Agent, on behalf of and for the benefit

of itself and the Lenders, a continuing security interest (and hereby confirms its grant of a continuing security interest to Administrative Agent, on behalf of and for the benefit of itself and the Lenders under the Credit Agreement) in and to any and all of Grantor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Grantor's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "**Trademarks**"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**").

3. Effect on Credit Agreement. Grantor acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any Lender under the Credit Agreement but rather is intended to be filed by Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Administrative Agent's security interest. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of a conflict between the Credit Agreement and this Confirmatory Grant, the terms of the Credit Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Credit Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Administrative Agent shall execute and deliver any document reasonably requested by Grantor, at Grantor's joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Grantor to Administrative Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Grantor and Administrative Agent; provided, however, Administrative Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Grantor after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect: Benefits. This Confirmatory Grant shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Administrative Agent, its successors, nominees and assigns; provided, however, Grantor shall not assign this Confirmatory Grant or any of Grantor's liabilities and obligations hereunder without the prior written consent of Administrative Agent.

8. Headings: Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Grantor acknowledges that a copy of this Confirmatory Grant will be filed by Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantor; and Grantor hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Administrative Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE

WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO
CONFLICTS OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Grantor has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Administrative Agent, as of the date first written above.

NEXT LEVEL INTERNET, INC., a California
corporation

By: 

Name:

Arthur L. Smith

Title:

CEO

Signature Page to Confirmatory Grant of Security Interest in Intellectual Property

TRADEMARK
REEL: 007621 FRAME: 0918

Agreed and Accepted:

POST ROAD ADMINISTRATIVE LLC, as Administrative Agent

By: 

Name: Michael Bogdan

Its: Authorized Signatory

Signature Page to Confirmatory Grant of Security Interest in Intellectual Property

TRADEMARK
REEL: 007621 FRAME: 0919

EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

<u>Mark</u>	<u>Serial / Registration #</u>	<u>Application / Registration Date</u>
NEXTLEVEL	87586443 / 5736948	August 28, 2017 / April 30, 2019
NEXTLEVEL	87586420 / 5736947	August 28, 2017 / April 30, 2019
NEXTLEVEL	87586400 / 5736946	August 28, 2017 / April 30, 2019
NEXTMEETING	90107414 / 6306840	August 11, 2020 / March 30, 2021

EXHIBIT C
COPYRIGHTS

None.