

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of IP Security Agreement in US Trademarks recorded at Reel/Frame 6048/0040 and 6467/0018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as resigning administrative and collateral agent		02/23/2022	Aktiengesellschaft (Ag): SWITZERLAND

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB, as successor administrative and collateral agent
Street Address:	500 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	federal savings bank: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5008938	ONEAIR FIXED WIRELESS
Registration Number:	3577390	TPX
Registration Number:	2520958	ARRIVAL
Registration Number:	2521823	ARRIVAL COMMUNICATIONS
Serial Number:	87335653	TPX
Serial Number:	87335746	TPX COMMUNICATIONS
Serial Number:	87351631	TPX
Serial Number:	87352542	TPX COMMUNICATIONS
Serial Number:	87352801	TPX COMMUNICATIONS
Serial Number:	87370445	REACH A HIGHER STATE OF CONNECTEDNESS
Registration Number:	4614911	UCX
Registration Number:	4851073	UNLEASH PRODUCTIVITY TO THE POWER OF X
Registration Number:	6212525	WVX

CORRESPONDENCE DATA

Fax Number: 6175265000

TRADEMARK
REEL: 007650 FRAME: 0815

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.

Phone: 720-274-3163
Email: janey.davidson@wilmerhale.com
Correspondent Name: Benjamin S. Fernandez, Esquire
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	1856375.138
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NAME OF SUBMITTER:	Benjamin S. Fernandez
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SIGNATURE:	/s/ Benjamin S. Fernandez
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DATE SIGNED:	03/04/2022
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Total Attachments: 6

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**Assignment and Assumption of
Intellectual Property Security Agreement in United States Trademarks**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT IN UNITED STATES TRADEMARKS (this “*Assignment and Assumption*”) effective as of February 23, 2022 (“*Effective Date*”) is entered into by and among Credit Suisse AG, Cayman Islands Branch, as resigning administrative agent and collateral agent, as assignor (“*Assignor*”), Wilmington Savings Fund Society, FSB, a federal savings bank, as successor administrative agent and collateral agent, as assignee (“*Assignee*”), U.S. TelePacific Corp. (“*TelePacific*”), Arrival Communications, Inc. (“*Arrival*”) and DSCI, LLC (“*DSCI*,” and DSCI together with TelePacific and Arrival each a “*Grantor*” and collectively the “*Grantors*”).

Reference is made to (i) that certain Credit Agreement dated as of May 2, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among TelePacific, U.S. TelePacific Holdings Corp., and the Subsidiary Guarantors party thereto, the Lender Parties from time to time party thereto, and the Assignor, and (ii) to that certain Intellectual Property Security Agreement dated as of May 2, 2017 (the “*Initial Security Agreement*”), among TelePacific, Mpower Communications Corp., Arrival and the Assignor, as supplemented by that certain Intellectual Property Security Agreement Supplement, dated as of September 24, 2018, by DSCI, in favor of the Assignor (the “*Supplement*”, and together with the Initial Security Agreement, the “*Security Documents*”).

WHEREAS, pursuant to the Security Documents, the Grantors granted a security interest to the Assignor, for the benefit of the Secured Parties, in, among other things, all right, title or interest of the Grantors in certain intellectual property, including, but not limited to, the trademarks set forth on Exhibit A, and such other trademark rights set forth in the Security Documents (the “*Trademark Collateral*”) which were recorded at the United States Patent and Trademark Office (“*USPTO*”) on (i) May 4, 2017 at Reel/Frame 6048/0040 and (ii) September 25, 2018 at Reel/Frame 6467/0018; and

WHEREAS, pursuant to that certain Resignation and Appointment Agreement dated as of the date hereof by and among Assignor as resigning administrative agent and collateral agent and Assignee as succeeding administrative agent and succeeding collateral agent, among other parties (“*Instrument*”), Assignor has irrevocably assigned to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), including the Security Documents.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement or the Security Documents, as applicable
2. Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee all of its rights, title and interest in and to the Trademark Collateral. Each

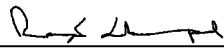
of the Grantors consents to such assignment and transfer, and reaffirms and ratifies its grant of security interests under the Security Documents in favor of Assignee.

3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Assignor**

By: 
Name: Ranjit Lakhanpal
Title: Authorized Signatory

By: *Lawrence Park*
Name: Lawrence Park
Title: Authorized Signatory


[Signature Page to Assignment and Assumption of Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Assignor**

By: _____
Name:
Title:

**WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Assignee**

By:  _____
Name: Geoffrey J. Lewis
Title: Vice President

GRANTORS:

U.S. TELEPACIFIC CORP.

By: _____
Name:
Title:

ARRIVAL COMMUNICATIONS, INC.

By: _____
Name:
Title:

DSCL LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Assignor**

By: _____
Name:
Title:

**WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Assignee**

By: _____
Name:
Title:

GRANTORS:

U.S. TELEPACIFIC CORP.

By:  _____
Name: Brent Novak
Title: Chief Financial Officer

ARRIVAL COMMUNICATIONS, INC.

By:  _____
Name: Brent Novak
Title: Chief Financial Officer





DSCI, LLC

By:  _____
Name: Brent Novak
Title: Chief Financial Officer

[Signature Page to Assignment and Assumption of Intellectual Property Security Agreement]

Exhibit A

Trademark Collateral

Grantor	Trademark	Application Number	Registration Number
U.S. TelePacific Corp.	ONEAIR FIXED WIRELESS	86584627	5008938
U.S. TelePacific Corp.	TPX	77297055	3577390
U.S. TelePacific Corp.	TPX	87335653	PENDING
U.S. TelePacific Corp.	TPX COMMUNICATIONS	87335746	PENDING
U.S. TelePacific Corp.	TPX and design 	87351631	PENDING
U.S. TelePacific Corp.	TPX COMMUNICATIONS and design 	87352542	PENDING
U.S. TelePacific Corp.	TPX COMMUNICATIONS and design 	87352801	PENDING
U.S. TelePacific Corp.	REACH A HIGHER STATE OF CONNECTEDNESS	87370445	PENDING
U.S. TelePacific Corp.	WVX	88653312	6212525
Arrival Communications, Inc.	ARRIVAL	75849810	2520958
Arrival Communications, Inc.	ARRIVAL COMMUNICATIONS and design 	75956161	2521823
DSCI, LLC	UCX	86022094	4614911
DSCI, LLC	UNLEASH PRODUCTIVITY TO THE POWER OF X	86588265	4851073