

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airwavz Solutions Inc.		03/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC, as Collateral Agent		
Street Address:	405 Colorado Street		
Internal Address:	Suite 1500		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5427240	BUILDING MOBILITY	
Registration Number:	5258947	A AIRWAVZ SOLUTIONS	
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	50 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10020-1605		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	03/31/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), dated as of March 31, 2022, is made by Airwavz Solutions Inc., a Delaware corporation (“*Airwavz*” or “*Grantor*”), in favor of AB Private Credit Investors LLC (“*AB-PCI*”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (a) among Airwavz Holdings Inc., a Delaware corporation (“*Holdings*”), (b) Airwavz, as the Borrower, and (ii) certain Subsidiaries of the Borrower party thereto from time to time, as Guarantors, (c) the Lenders party thereto from time to time, and (d) AB-PCI, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have made or severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Guarantee and Collateral Agreement, dated as of the date hereof, executed by the Grantor and certain other Grantors (as defined therein) in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), to grant a security interest and Lien in the Collateral of such Grantor to secure the Secured Obligations; and

WHEREAS, the Grantor is required to execute and deliver this Agreement pursuant to the terms and conditions of the Collateral and Guarantee Agreement;

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to the Grantor under the Credit Agreement and as required by the Collateral and Guarantee Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

AGREEMENT

Section 1. Defined Terms. Capitalized terms used herein without definition have the respective meanings ascribed to them in the Collateral and Guarantee Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of Grantor, in each case, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Annex A attached hereto;
- (c) all extensions or renewals of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from an “intent-to-use” application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

Section 4. Collateral and Guarantee Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by Grantor pursuant to the Collateral and Guarantee Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by Grantor are more fully set forth in the Collateral and Guarantee Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

Section 6. 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.

Section 7. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

Section 8. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Collateral Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon the Company’s request, Collateral Agent will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AIRWAVZ SOLUTIONS INC.,
a Delaware corporation,
as Grantor

By: 
Name: Shawn Kocher
Title: Chief Financial Officer and Secretary

Trademark Security Agreement

TRADEMARK
REEL: 007676 FRAME: 0619

ACCEPTED AND AGREED

as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,

as Collateral Agent

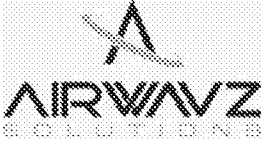
DocuSigned by:

By: 
Name: Evan Cohen
Title: Managing Director

ANNEX A

Trademark Registrations

Trademark Registrations

<i>Registration No.</i>	<i>Registration Date</i>	<i>Filing Date</i>	<i>Mark</i>
5427240	3/20/18	8/7/17	BUILDING MOBILITY
5258947	8/8/17	6/20/16	 The logo for AIRWAVZ SOLUTIONS features a stylized 'A' with a diagonal line through it, positioned above the text 'AIRWAVZ' in a bold, sans-serif font. Below 'AIRWAVZ' is the word 'SOLUTIONS' in a smaller, all-caps, sans-serif font.