

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Go Wireless, Inc.		03/31/2022	Corporation: NEVADA
AKA Wireless, Inc.		03/31/2022	Corporation: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4958085	GOWIRELESS	
Registration Number:	5109423	GOWIRELESS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	50065-1		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	03/31/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “Trademark Security Agreement”), is made by Go Wireless, Inc., a Nevada corporation and AKA Wireless, Inc., a South Dakota corporation (collectively, the “Grantors” and each, a “Grantor”) in favor of Wilmington Trust, National Association, as collateral agent (together with its successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Indenture referred to below).

WHEREAS, LSF9 Atlantis Holdings, LLC, a Delaware limited liability (including its permitted successors, the “Company”) and Victra Finance Corp., a Delaware corporation (including its permitted successors, the “Co-Issuer”, and together with the Company, the “Issuers”) have entered into an Indenture, dated as of February 19, 2021 (the “Base Indenture”), as supplemented by the First Supplemental Indenture, dated as of May 11, 2021 (the “First Supplemental Indenture”), as supplemented by the Second Supplemental Indenture, dated as of November 1, 2021 (the “Second Supplemental Indenture”), as supplemented by the Third Supplemental Indenture, dated November 12, 2021 (the “Third Supplemental Indenture”) to be supplemented by the Fourth Supplemental Indenture to be dated the date hereof (the “Fourth Supplemental Indenture” and together with the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the “Indenture”), with the Collateral Agent and Wilmington Trust, National Association, as trustee, pursuant to which the Issuers’ have issued the 7.750% Senior Secured Notes due 2026 (the “Senior Secured Notes”). Capitalized terms used and not defined herein have the meanings given such terms in the Indenture.

WHEREAS, it is a condition precedent to the issuance of the Senior Secured Notes pursuant to the Indenture that the Grantors shall have executed and delivered that certain Notes Collateral Agreement, dated as of February 19, 2021, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Notes Collateral Agreement”).

WHEREAS, under the terms of the Notes Collateral Agreement and subject to the limitations contained therein, the Grantors has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of its Trademarks and has agreed as a condition thereof to execute this Trademark Security Agreement with respect to certain of its 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 agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Collateral 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 the Grantor's Obligations (as defined in the Notes 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 Notes Collateral Agreement) to the extent the 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 Notes Collateral Agreement and the Indenture. 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 Notes Collateral Agreement and the Indenture, 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 Notes Collateral Agreement or the Indenture, the provisions of the Notes Collateral Agreement or the Indenture, as applicable, shall govern.

SECTION 7 ABL Intercreditor Agreement, Pari Passu Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral 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 lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties pursuant to this Trademark Security Agreement, and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder, with respect to the Collateral are subject to the provisions of any Pari Passu Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of such Pari Passu Intercreditor Agreement and this Trademark Security Agreement with respect to the Collateral, the provisions of such 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 Notes Collateral Agreement. Nothing in this Trademark Security Agreement or any other Notes Document will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by law.

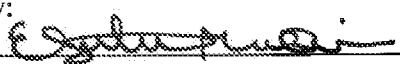
SECTION 9 Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Indenture, as if such rights, privileges, immunities and indemnities were set forth herein.

[signature pages follow]

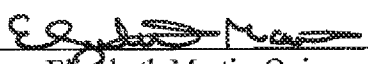
IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

WITNESSED AND SIGNED BY THE UNDERSIGNED

GO WIRELESS, INC., as Grantor

By: 
Name: Elizabeth Martin-Quinn
Title: Executive Vice President,
Chief Financial Officer, and
Treasurer

AKA WIRELESS, INC., as Grantor

By: 
Name: Elizabeth Martin-Quinn
Title: Executive Vice President,
Chief Financial Officer, and
Treasurer

Wilmington Trust, National Association,
as Collateral Agent

By: Karen Ferry
Name: Karen Ferry
Title: Vice President

TRADEMARKS

<u>Registrant</u>	<u>Trademark</u>	<u>Country / State</u>	<u>Appl. Number</u>	<u>Appl. Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Status</u>
Go Wireless, Inc.	GOWIRELESS	United States	86073806	9/24/13	4958085	5/17/16	Registered
Go Wireless, Inc.	GOWIRELESS	United States	87041586	5/18/16	5109423	12/27/16	Registered
Go Wireless, Inc.	GO WIRELESS	Massachusetts			60634	9/10/01	Registered
AKA Wireless VI, Inc. ¹	Z WIRELESS	Wisconsin			20141444480	12/31/14	Registered

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