

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sierra Wireless America, Inc.		01/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	400 Burrard Street, 7th Floor		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6C3A6		
Entity Type:	Secured Party: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3902433	AIRLINK	
Registration Number:	3510793	ALEOS	
Registration Number:	4683816	UPLINK	
Registration Number:	4013326	UPLINK	
Registration Number:	3279435	UPLINK	
Registration Number:	4546091	UPLINK GPS	
CORRESPONDENCE DATA			
Fax Number:	7164167001		
<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:	bskpto@bsk.com		
Correspondent Name:	Nicholas J. Hoffman		
Address Line 1:	200 Delaware Avenue		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	Nicholas J. Hoffman		
SIGNATURE:	/Nicholas J. Hoffman/		
DATE SIGNED:	04/08/2022		
Total Attachments: 7			

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of January 19, 2022 between SIERRA WIRELESS AMERICA, INC., a Delaware corporation ("Debtor") and CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (together with any successor(s) thereto in such capacity, the "Secured Party") for each of the Lenders (as defined below).

WHEREAS, Debtor and Secured Party previously executed that certain Trademark Security Agreement dated July 31, 2018 (the "Existing Trademark Security Agreement"); and

WHEREAS, Debtor and Secured Party desire to restate the Existing Trademark Security Agreement.

NOW, THEREFORE, Debtor and the Secured Party hereby agree as follows:

Section 1 Definitions; Interpretation.

(a) **Terms Defined in Credit Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement (as defined below).

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means that certain Credit Agreement dated as of July 31, 2018 among, inter alia, the Secured Party, the various financial institutions as are, or may from time to time become, parties thereto (individually a "Lender" and collectively the "Lenders"), and Sierra Wireless, Inc., as the same may be further amended, modified, supplemented or restated from time to time.

"Lender" has the meaning set forth in the definition of Credit Agreement above.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means that certain Security Agreement dated as of July 31, 2018 executed by Debtor in favor of Secured Party as the same may be further amended, modified, supplemented or restated from time to time.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by the Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all".

Section 2 Security Interest.

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, the Debtor hereby collaterally assigns, transfers and conveys to the Secured Party, and grants to the Secured Party a security interest in, all of the Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source-of-goods or source-of-business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature of the Grantor (all of the foregoing items in this clause (i) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith (excluding intent-to-use registration applications in the United States), whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country, and including those registered trademarks set forth on Schedule A;

(ii) all trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (i);

(iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i);

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (i) and (ii); and all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark, trademark registration or trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

(b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated by the Secured Party.

Section 3 Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Credit Agreement and the other security documents referred to therein (including the Security Agreement). The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Credit Agreement and the any other security documents referred to therein (including the Security Agreement). In the event of any inconsistency between any of the terms or provisions hereof and the term and provisions of the Credit Agreement or Security Agreement, the terms and provisions of the Credit Agreement or Security Agreement, as applicable, shall govern.

Section 4 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, the Secured Party and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement. This Agreement shall not cause a novation or termination of any of the obligations of Debtor under the Existing Trademark Security Agreement or the other loan documents executed in connection with the Existing Trademark Security Agreement, nor shall it extinguish, discharge, terminate or impair Debtor's obligations or Secured Party's rights or remedies under any Existing Trademark Security Agreement and such other loan documents. In addition, this Agreement shall not release, limit or impair in any way the priority of any security interests and liens held by Secured Party against any assets of Debtor arising under the Existing Trademark Security Agreement or such other loan documents.

Section 5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

Section 6 Amendment. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 4.5(f) of the Credit Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving the Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Security Agreement.

Section 7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by

facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

Section 8 **Severability**. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.


Section 9 **Notices**. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEBTOR:

SIERRA WIRELESS AMERICA, INC.

By: 
Name: Sam Cochrane
Title: CFO

[Signature Page to First Amended and Restated Trademark Security Agreement]

SECURED PARTY:

**CANADIAN IMPERIAL BANK OF
COMMERCE**

By: *Mark McQueen*
Name: Mark McQueen, President and Executive MD
Title: Authorized Signatory

By: *A Weiers*
Name: Adam Weiers, Director
Title: Authorized Signatory

[Signature Page to First Amended and Restated Trademark Security Agreement]

SCHEDULE A
to Trademark Security Agreement
Debtor: SIERRA WIRELESS AMERICA, INC.

Registered Trademarks

<u>Mark</u>	<u>Jurisdiction/ Grantor</u>	<u>Application/ Registration Number</u>	<u>Registration Date</u>
AIRLINK	USPTO	3,902,433	Jan. 11, 2011
ALEOS	USPTO	3,510,793	Oct. 7, 2008
UPLINK	USPTO	4,683,816	Feb. 10, 2015
UPLINK	USPTO	4,013,326	Aug. 16, 2011
UPLINK	USPTO	3,279,435	Aug. 14, 2007
UPLINK GPS	USPTO	4,546,091	June 10, 2014