

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATX Networks (San Diego) Corp.		04/20/2022	Corporation: DELAWARE
ATX Networks (Toronto) Corp.		04/20/2022	Corporation: ONTARIO

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1100 Abernathy Road, NE, 16th Fl.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2871391	MAXNET
Registration Number:	2869134	PCI FILTERS
Registration Number:	2962433	SIGNALON
Registration Number:	4116903	DIGIMAX
Registration Number:	4845547	SIMPLIFIPTV
Registration Number:	4945665	VIDIPLAY
Registration Number:	3500527	Q-SERIES
Registration Number:	4306712	VERSATIVE
Registration Number:	3726575	TRU SPEC
Registration Number:	4053837	
Registration Number:	3297586	PICO MACOM
Registration Number:	4536702	PICO DIGITAL
Registration Number:	4330076	STANDARD COMMUNICATIONS
Registration Number:	4053833	PICO DIGITAL

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

REEL: 007697 FRAME: 0890

900689418

CH \$365.00 2871391

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: kareem.ansley@blankrome.com
Correspondent Name: KAREEM ANSLEY
Address Line 1: BLANK ROME LLP
Address Line 2: 717 TEXAS AVENUE
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	155656-01250
NAME OF SUBMITTER:	KAREEM ANSLEY
SIGNATURE:	/KAREEM ANSLEY/
DATE SIGNED:	04/20/2022

Total Attachments: 7

source=Trademark Security Agreement (Wells-ATX)#page1.tif
source=Trademark Security Agreement (Wells-ATX)#page2.tif
source=Trademark Security Agreement (Wells-ATX)#page3.tif
source=Trademark Security Agreement (Wells-ATX)#page4.tif
source=Trademark Security Agreement (Wells-ATX)#page5.tif
source=Trademark Security Agreement (Wells-ATX)#page6.tif
source=Trademark Security Agreement (Wells-ATX)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of April, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 20, 2022 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among **ATX U.S. HOLDINGS, INC.**, a Delaware corporation ("Parent"), **ATX NETWORKS (SAN DIEGO) CORP.**, a Delaware corporation ("ATX San Diego"), **ATX NETWORKS (SAN JOSE) CORP.**, a California corporation ("ATX San Jose"), and **ATX NETWORKS (TORONTO) CORP.**, an Ontario corporation ("ATX Toronto"), and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (together with ATX San Diego and ATX San Jose, each, a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the other Loan Parties party thereto, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, Wells Fargo, as lead arranger, Wells Fargo, as book runner, Wells Fargo, as syndication agent and Wells Fargo, as documentation agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 20, 2022 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement.

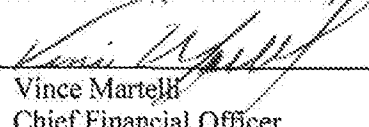
7. **CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ATX NETWORKS (SAN DIEGO) CORP.

By: 
Name: Vince Martelli
Title: Chief Financial Officer

ATX NETWORKS (TORONTO) CORP.

By: 
Name: Vince Martelli
Title: Chief Financial Officer

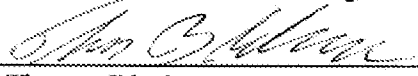
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007697 FRAME: 0895

[Signatures Continued from Previous Page]

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association



By: 
Name: Thomas Blackman
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007697 FRAME: 0896**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
ATX Networks (Toronto) Corp.	United States	MAXNET	RN: 2871391	August 10, 2004
ATX Networks (Toronto) Corp.	United States	PCI FILTERS and Design 	RN: 2869134	August 3, 2004
ATX Networks (Toronto) Corp.	United States	SIGNALON	RN: 2962433	June 14, 2005
ATX Networks (Toronto) Corp.	United States	DIGIMAX	RN: 4116903	March 27, 2012
ATX Networks (Toronto) Corp.	United States	SIMPLIFIPTV	RN: 4845547	November 3, 2015
ATX Networks (Toronto) Corp.	United States	VIDIPLAY	RN: 4945665	April 26, 2016
ATX Networks (Toronto) Corp.	United States	Q-SERIES	RN: 3500527	September 16, 2008
ATX Networks (Toronto) Corp.	United States	VERSATIVE	RN: 4306712	March 19, 2013
ATX Networks (San Diego) Corp.	United States	TRU SPEC	RN: 3,726,575	December 15, 2009
ATX Networks (San Diego) Corp.	United States	Design of Helix 	RN: 4,053,837	November 8, 2011
ATX Networks (San Diego) Corp.	United States	PICO MACOM and Design	RN: 3,297,586	September 25, 2007
ATX Networks (San Diego) Corp.	United States	PICO DIGITAL and Design	RN: 4,536,702	May 27, 2014

ATX Networks (San Diego) Corp.	United States	STANDARD COMMUNICATI ONS	RN: 4,330,076	May 7, 2013
ATX Networks (San Diego) Corp.	United States	PICO DIGITAL	RN: 4,053,833	November 8, 2011

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.