

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syniverse Technologies, LLC		05/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 7th Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	1819278	ACCESSIBILITY	
Registration Number:	1845911	INLINK	
Registration Number:	2075073	ACCESS	
Registration Number:	2174202	VISIBILITY	
Registration Number:	2234718	ACCESSIBILITY	
Registration Number:	2411241	INPORT	
Registration Number:	2443182	FRAUDX	
Registration Number:	2760010	UNIROAM	
Registration Number:	3109723	SYNIVERSE	
Registration Number:	6609103	SYNIVERSE	
Registration Number:	3893648	WE MAKE MOBILE WORK	
Registration Number:	4015310	LATALINK	
Registration Number:	4151358	LET'S TALK EVOLUTION	
Registration Number:	4168909	LTE LET'S TALK EVOLUTION	
Registration Number:	6160256	SYNIVERSE	
Registration Number:	6160255	THE WORLD'S MOST CONNECTED COMPANY	
Registration Number:	6245945	THE WORLD'S MOST CONNECTED COMPANY	
Registration Number:	6245987	SYNIVERSE	

OP \$465.00 1819278

CORRESPONDENCE DATA**Fax Number:**

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave., NW, Suite 712
Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1685568 B
NAME OF SUBMITTER:	Anna Marcus
SIGNATURE:	/Anna Marcus/
DATE SIGNED:	05/16/2022

Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of May 13, 2022, is among Syniverse Technologies, LLC, a Delaware limited liability company (the “Grantor”) and Barclays Bank PLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SYNIVERSE HOLDINGS, LLC, a Delaware limited liability company (the “Parent Borrower”), BUCCANEER HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the Co-Borrowers (as defined in the Credit Agreement (as defined below) and together with Parent Borrower, collectively, the “Borrowers” and each individually, a “Borrower”) from time to time party thereto have entered into the Credit Agreement dated as of May 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders, the L/C Issuers and Barclays Bank PLC, as Administrative Agent, Collateral Agent and an L/C Issuer, and the other parties thereto. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor (as defined in the Security Agreement) has executed and delivered that certain Security Agreement dated May 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (as defined therein) from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors (as defined therein) have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors (as defined therein), and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby confirms that, pursuant to the Security Agreement, it granted to the Collateral Agent (and its permitted successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) all United States trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets.

Section 2. [Reserved].

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (and by different parties hereto in different 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. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile transmission or other electronic transmission (e.g., a "pdf" or "tiff" or any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docuSign.com) shall be effective as delivery of a manually executed counterpart hereof.

Section 5. Grants, Rights and Remedies. The Grantor does hereby acknowledge and confirm that the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE

BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

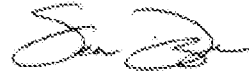
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SYNIVERSE TECHNOLOGIES, LLC

DocuSigned by:
Andrew M. Davies
By: _____
Name: Andrew M. Davies
Title: Chief Executive Officer

BARCLAYS BANK PLC
as Collateral Agent

By: _____



Name: Sean Duggan
Title: Director

SCHEDULE A

Owner	Mark	Application No.	File Date	Registration No.	Registration Date
Syniverse Technologies, LLC	ACCESSIBILITY	74255039	3/13/1992	1819278	2/1/1994
Syniverse Technologies, LLC	INLINK	74370149	3/22/1993	1845911	7/19/1994
Syniverse Technologies, LLC	ACCESS	75021730	11/16/1995	2075073	7/1/1997
Syniverse Technologies, LLC	VISIBILITY	75096994	4/23/1996	2174202	7/21/1998
Syniverse Technologies, LLC	ACCESSIBILITY	75146434	8/7/1996	2234718	3/23/1999
Syniverse Technologies, LLC	INPORT	75592672	11/19/1998	2411241	12/5/2000
Syniverse Technologies, LLC	FRAUDX	75592292	11/19/1998	2443182	4/10/2001
Syniverse Technologies, LLC	UNIROAM	76369334	2/8/2002	2760010	9/2/2003
Syniverse Technologies, LLC	SYNIVERSE	76/568,201	1/5/2004	3,109,723	6/27/2006
Syniverse Technologies, LLC	SYNIVERSE	88/850,492	3/27/2020	6,609,103	1/4/2022
Syniverse Technologies, LLC	WE MAKE MOBILE WORK	85030941	5/5/2010	3893648	12/21/2010
Syniverse Technologies, LLC	LATALINK	85201989	12/20/2010	4015310	8/23/2011
Syniverse Technologies, LLC	LET'S TALK EVOLUTION	85271953	3/21/2011	4151358	5/29/2012
Syniverse Technologies, LLC	LTE LET'S TALK EVOLUTION	85271938	3/21/2011	4168909	7/3/2012
Syniverse Technologies, LLC	SYNIVERSE & DESIGN	88/978,074	8/20/2018	6,160,256	9/22/2020
Syniverse Technologies, LLC	THE WORLD'S MOST CONNECTED COMPANY	88/978,072	6/27/2018	6,160,255	9/22/2020
Syniverse Technologies, LLC	THE WORLD'S MOST CONNECTED COMPANY	88/017,710	6/27/2018	6,245,945	1/12/2021

Owner	Mark	Application No.	File Date	Registration No.	Registration Date
Syniverse Technologies, LLC	SYNIVERSE & DESIGN	88/085,271	8/20/2018	6,245,987	1/21/2021