

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILSON ELECTRONICS, LLC		05/17/2022	Limited Liability Company: DELAWARE
ZBOOST, LLC		05/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SOUND POINT AGENCY LLC		
Street Address:	375 Park Avenue		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4379778	SAY GOODBYE TO DROPPED CALLS	
Registration Number:	4379777		
Registration Number:	2777718	CELLULAR TRUCKER	
Registration Number:	5906527	W	
Registration Number:	5200918	EQO	
Registration Number:	5131290	SEIZE THE BAR	
Registration Number:	4740644	WEBOOST	
Registration Number:	4721409	WEBOOST	
Registration Number:	2428526	AE	
Registration Number:	3284940	ZBOOST	
Registration Number:	3300873	Z	
Registration Number:	5018640	WEBOOST AUTHORIZED / INTERNET RESELLER	
Registration Number:	1098638	V-QUAD	
Registration Number:	1108493	COMET	
Registration Number:	1098624	Y-QUAD	

OP \$390.00 4379778

CORRESPONDENCE DATA**Fax Number:** 7045032622*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:** 7045032600**Email:** msheehan@kslaw.com**Correspondent Name:** King & Spalding LLP**Address Line 1:** 300 S. Tryon St., Ste 1700**Address Line 2:** Attn: Moira Sheehan**Address Line 4:** Charlotte, NORTH CAROLINA 28202**ATTORNEY DOCKET NUMBER:** 22745.515007**NAME OF SUBMITTER:** Moira Sheehan**SIGNATURE:** /Moira Sheehan/**DATE SIGNED:** 06/03/2022**Total Attachments: 11**

source=Wilson Electronics - Trademark Security Agreement [Executed]#page1.tif
source=Wilson Electronics - Trademark Security Agreement [Executed]#page2.tif
source=Wilson Electronics - Trademark Security Agreement [Executed]#page3.tif
source=Wilson Electronics - Trademark Security Agreement [Executed]#page4.tif
source=Wilson Electronics - Trademark Security Agreement [Executed]#page5.tif
source=Wilson Electronics - Trademark Security Agreement [Executed]#page6.tif
source=Wilson Electronics - Trademark Security Agreement [Executed]#page7.tif
source=Wilson Electronics - Trademark Security Agreement [Executed]#page8.tif
source=Wilson Electronics - Trademark Security Agreement [Executed]#page9.tif
source=Wilson Electronics - Trademark Security Agreement [Executed]#page10.tif
source=Wilson Electronics - Trademark Security Agreement [Executed]#page11.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this May 17, 2022, by and among WILSON ELECTRONICS, LLC, a Delaware limited liability company, ZBOOST, LLC, a Delaware limited liability company (the “Grantors” and, individually, each a “Grantor”), and SOUND POINT AGENCY LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated May 17, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among TCFIV WE Buyer LLC, a Delaware limited liability company (the “Parent”), WE Merger Sub LLC, a Delaware limited liability company (the “Initial Borrower”) and immediately after the consummation of the Closing Date Acquisition, Wilson Electronics Holdings LLC, a Delaware limited liability company (the “Successor Borrower” and together with Initial Borrower, the “Borrower”), Capital One, National Association, as Revolving Agent and Joint Lead Arranger, the lenders party thereto as lenders (such lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of May 17, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the 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 (as that term is defined in the UCC) of the foregoing, including any claim by any 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 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 OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by each Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such 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 Lenders, pursuant to the 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 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 Security Agreement, the 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, and such Grantor 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 each Grantor's obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor except any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law. 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 may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS

PRINCIPLES. EACH GRANTOR AND AGENT HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH GRANTOR AND AGENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH GRANTOR AND AGENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH GRANTOR OR AGENT, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH GRANTOR, OR AGENT, AS APPLICABLE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. WAIVER OF JURY TRIAL. EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

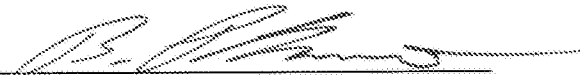
9. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, *mutatis mutandi*.

[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.

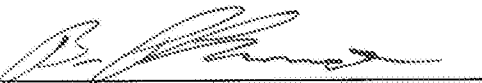
GRANTORS:

WILSON ELECTRONICS, LLC, a Delaware limited liability company

By: 
Name: Bruce Lancaster
Title: President and Chief Executive Officer

ZBOOST, LLC, a Delaware limited liability company

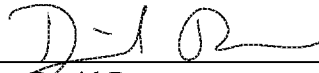
By: Wilson Electronics, LLC, its sole member

By: 
Name: Bruce Lancaster
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

SOUND POINT AGENCY LLC, as Agent

By: 
Name: David Rous
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007742 FRAME: 0354

SCHEDULE I
TO

TRADEMARK SECURITY AGREEMENT¹

Trademark Registrations/Applications

Credit Party	Trademark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date
Wilson Electronics, Inc.	Say Goodbye to Dropped Calls	United States of America	Registered	85/808444	12/20/2012	4379778	8/6/2013
Wilson Electronics, Inc.	Miscellaneous Design / Bars and Arrows	United States of America	Registered	85/808440	12/20/2012	4379777	8/6/2013
Wilson Electronics, Inc.	Cellular Truck	United States of America	Registered	76/471315	11/22/2002	2777718	10/28/2003
Wilson Electronics, Inc.	W/E Design	Guatemala	Registered	190575	8/6/2013	190575	8/6/2013
Wilson Electronics, Inc.	W/E Design	Canada	Registered	1287545	1/26/2006	TMA680138	1/23/2007
Wilson Electronics, Inc.	W/E Design	Venezuela	Registered	323055	11/16/2012	323055	11/16/2012
Wilson Electronics, Inc.	WILSON	Venezuela	Registered	14581-2006	7/4/2006	14581-2006	11/20/2012
Wilson Electronics, Inc.	WILSON	Guatemala	Registered	190576	8/6/2013	190576	8/6/2013

¹ Note to H&B: Please populate with IP information.

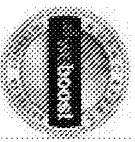
Wilson Electronics, Inc.	WILSON	Honduras	Registered	136089	3/15/2016	136089	3/15/2016
Wilson Electronics, LLC	W [WilsonPro Cloud]	United States of America	Registered	88/125066	9/20/2018	5906527	11/12/2019
Wilson Electronics, LLC	EQQO	United States of America	Registered	86/840221	12/4/2015	5200918	5/9/2017
Wilson Electronics, LLC	SEIZE THE BAR	United States of America	Registered	86/819311	11/13/2015	5131290	1/31/2017
Wilson Electronics, LLC	WEBOOST & design	United States of America	Registered	86/269340	5/1/2014	4740644	5/19/2015
Wilson Electronics, LLC	weBoost	United States of America	Registered	86/209845	3/3/2014	4721409	4/14/2015
Wilson Electronics, LLC	weBoost	International	Registered	1236199	3/3/2014	1236199	10/1/2014
Wilson Electronics, LLC	weBoost	Botswana	App. filed	1236199	10/24/2019	Pending	Pending
Wilson Electronics, LLC	weBoost	Canada	Registered	1992167	9/27/2019	TMA1115385	12/8/2021
Wilson Electronics, LLC	weBoost	China	Registered	86209845	10/1/2014	1236199	1/7/2016
Wilson Electronics, LLC	weBoost	Colombia	App. filed	1236199	10/1/2014	Pending	Pending
Wilson Electronics, LLC	weBoost	Japan	Registered	1236199	10/1/2014	1236199	12/11/2015

Wilson Electronics, LLC	weBoost	Kenya	App. filed	1236199	10/1/2014	Pending	Pending
Wilson Electronics, LLC	weBoost	Mexico	Registered	1236199	10/1/2014	1236199	2/25/2016
Wilson Electronics, LLC	weBoost	Mozambique	App. filed	1236199	10/24/2019	Pending	Pending
Wilson Electronics, LLC	weBoost	O.A.P.I.	Registered	1236199	10/24/2019	111595	1/21/2020
Wilson Electronics, LLC	weBoost	Russian Federation	Registered	1236199	10/1/2014	1236199	2/5/2016
Wilson Electronics, LLC	weBoost	Singapore	Registered	1236199	10/1/2014	40201616793T	5/3/2017
Wilson Electronics, LLC	weBoost	Vietnam	Registered	1236199	10/1/2014	1236199	11/12/2020
Wilson Electronics, LLC	weBoost	Argentina	Registered	3880310	3/11/2020	3180201	6/30/2021
Wilson Electronics, LLC	weBoost	South Africa	App. filed	2020/05751	3/5/2020	Pending	Pending
Wilson Electronics, LLC	W/E Design	United States of America	Registered	76/010748	3/28/2000	2428526	2/13/2001
Wilson Electronics, LLC	W/E Design	Panama	Registered	152,900-01	7/21/2006	152,900-01	7/21/2006
Wilson Electronics, LLC	W/E Design	Ukraine	Registered	86,939	1/25/2008	86,939	1/25/2008

Wilson Electronics, LLC	W/E Design	Uruguay	Registered	480,653	1/3/2019	480653	1/24/2017
Wilson Electronics, LLC	W/E Design	Bolivia	Registered	108847-C	6/11/2017	108847-C	6/11/2017
Wilson Electronics, LLC	W/E Design	Ecuador	Registered	1188-08	11/12/2007	1188-08	11/12/2007
Wilson Electronics, LLC	W/E Design	Nicaragua	Registered	701026	4/25/2007	701026	4/25/2007
Wilson Electronics, LLC	W/E Design	Peru	Registered	124385	2/7/2007	124385	2/7/2007
Wilson Electronics, LLC	W/E Design	Chile	Registered	776715	1/25/2007	776715	1/25/2007
Wilson Electronics, LLC	W/E Design	Mexico	Registered	1.19851E+11	6/30/2006	962579	11/22/2006
Wilson Electronics, LLC	W/E Design	Colombia	Registered	328188	1/31/2007	328188	1/31/2007
Wilson Electronics, LLC	W/E Design	El Salvador	Registered	0036; 0085; 073-074	5/28/2007		5/28/2007
Wilson Electronics, LLC	W/E Design	Paraguay	Registered	448861 (prev. 300389)	10/23/2017	448861	10/23/2017
Wilson Electronics, LLC	WILSON	Chile	Registered	1198971	4/7/2016	1209973	4/12/2016
Wilson Electronics, LLC	WILSON	Uruguay	Registered	480654 (prev. 372260)	1/24/2017	480654	1/3/2019

Wilson Electronics, LLC	WILSON	Argentina	Registered	3643325	9/18/2017	2948172	7/13/2018
Wilson Electronics, LLC	WILSON	Bolivia	Registered	108879-C	6/11/2007	108879-C	6/11/2007
Wilson Electronics, LLC	WILSON	Canada	Registered	1236909	11/10/2004	TMA648128	9/15/2005
Wilson Electronics, LLC	WILSON	Ecuador	Registered	172854	7/10/2006	172854	10/9/2007
Wilson Electronics, LLC	WILSON	El Salvador	Registered	21	5/25/2007	21	5/25/2007
Wilson Electronics, LLC	WILSON	Nicaragua	Registered	701002	4/25/2007	701002	4/25/2007
Wilson Electronics, LLC	WILSON	European Union	Registered	17167446	9/1/2017	17167446	12/26/2017
Wilson Electronics, LLC	WILSON	Panama	Registered	152902	7/21/2006	152902	7/21/2006
Wilson Electronics, LLC	WILSON	Peru	Registered	000284162-2006	7/6/2006	P00124386	2/7/2007
Wilson Electronics, LLC	WILSON	Trinidad & Tobago	Registered	37514	7/24/2006	37514	7/24/2006
Wilson Electronics, LLC	WILSON ELECTRONICS	Malaysia	Registered	2016070369	10/31/2016	2016070369	10/31/2016
Wilson Electronics, LLC	WILSON ELECTRONICS	Singapore	Registered	40201702308W	2/13/2017	40201702308W	2/13/2017

Wilson Electronics, LLC	WILSONPRO	Malaysia	Registered	2016070367	10/31/2016	2016070367	7/20/2017
Wilson Electronics, LLC	WILSONPRO	Singapore	Registered	40201702307Y	2/13/2017	40201702307Y	2/13/2017
Wilson Electronics, LLC	WILSONPRO	International	Registered	1522034	10/11/2019	1522034	10/11/2019
Wilson Electronics, LLC	WILSONPRO	Botswana	App. filed	1522034	10/11/2019	Pending	Pending
Wilson Electronics, LLC	WILSONPRO	Morocco	App. filed	1522034	10/11/2019	Pending	Pending
ZBOOST, LLC	ZBOOST	United States of America	Registered	77/044728	11/15/2006	3284940	8/28/2007
ZBOOST, LLC	Z	United States of America	Registered	77/044707	11/15/2006	3300873	10/2/2007

Entity/ Assignee	Serial Number	Reg. Number	Word Mark	Mark	Filing Date
Wilson Electronics, LLC	86556840	5018640	WEBOOST AUTHORIZED / INTERNET RESELLER		March 7, 2015
Wilson Electronics, LLC	73134158	1098638	V-QUAD		July 15, 1977
Wilson Electronics, LLC	73168084	1108493	COMET		April 26, 1978
Wilson Electronics, LLC	73123802	1098624	Y-QUAD		April 22, 1977