OP \$115.00 5170428

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM733920

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Broadband and Telecommunications Company LLC		06/10/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	rnal Address: Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5170428	AMERICAN ASSISTANCE
Registration Number:	5170429	AMERICAN ASSISTANCE
Registration Number:	5170430	REVERE
Registration Number:	5170431	REVERE THE FREEDOM TO CONNECT.

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: 714.668.6200

Email: johnkline@paulhastings.com

Correspondent Name: John Kline

Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	John Kline	
SIGNATURE:	/s/ John Kline	
DATE SIGNED:	06/10/2022	

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), is executed by the undersigned ("<u>Grantor</u>") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "<u>Administrative Agent</u>"), in connection with a Guaranty and Collateral Agreement dated as of June 10, 2022, among Grantors party thereto, Jeffrey S. Ansted, an individual, solely with respect to <u>Section 3.1(b)</u> therein, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Guaranty and Collateral Agreement</u>"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in <u>Schedule 1</u>, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit

Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

"Trademarks" means (a) all trademarks, trade names, corporate names, Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

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Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

AMERICAN BROADBAND AND TELECOMMUNICATIONS COMPANY LLC, a Delaware limited liability company, as a Grantor

By: Name: Jeffr

l'itle: Prèside

Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By: Patrick Fagan
Name: Patrick Fagan
Title: Vice President

Signature Page to Trademark Security Agreement

SCHEDULE 1

TRADEMARK COLLATERAL

Country/	Mark/App. No./	Owner	Status/Key Dates	Full Goods/Services
Jurisdiction	Reg. No.			
United States	AMERICAN ASSISTANCE	STANCE Telecommunications services, namely, wireless	Int'l Class: 38 (Int'l Class: 38) Telecommunication services, namely, wireless mobile telephone calling, text and/or data plans featuring transmission of	
	REG. NO. 5170428	Company LLC (Delaware limited liability company)	Filed: August 9, 2016	voice, texts, messages, data, graphics, video, and information by means of wireless networks; cellular
	APP. NO. 87131836	1 Seagate, Suite 600	Registered: March 28, 2017	and mobile telephone communication
		Toledo, Ohio 43604	Register: Principal Register	
United States	AMERICAN ASSISTANCE and	American Broadband and Telecommunications	First Use: April 10, 2004	Int'l Class: 38 (Int'l Class: 38) Telecommunication services, namely, wireless mobile telephone calling,
	Design	Company LLC (Delaware limited liability company)	Filed: August 9, 2016	text and/or data plans featuring transmission of voice, texts, messages, data, graphics, video, and
		1 Seagate, Suite 600,	Registered: March 28, 2017	information by means of wireless networks; cellular and mobile telephone communication
	REG. NO. 5170429	Toledo, Ohio 43604	Register: Principal Register	
	APP. NO. 87131842			
United States	REVERE	American Broadband and Telecommunications	First Use: March 15, 2016	Int'l Class: 42 (Int'l Class: 42) Cloud hosting provider services featuring telecommunication
	REG. NO. 5170430	Company LLC (Delaware limited liability company)	Filed: August 9, 2016	software and on-site hardware used for audio conferencing, video teleconferencing, call
	APP. NO. 87131846	1 Seagate, Suite 600	Registered: March 28, 2017	forwarding, telephone voice messaging, caller ID, call recording, management of telephone calls,
		Toledo, Ohio 43604	Register: Principal Register	facsimiles, and voicemail, voice to text transcription, facsimile to email transmission, voice over internet protocol (VOIP) services, customer relationship management (CRM) integration, email integration and transmission of voice, texts, messages, data, graphics, images, video, and information by means of telecommunications networks, wireless networks, the Internet and data networks.
United States	REVERE THE FREEDOM TO	American Broadband and Telecommunications	First Use: March 15, 2016	Int'l Class: 42 (Int'l Class: 42) Cloud hosting provider services featuring telecommunication
	CONNECT, and Design	Company LLC (Delaware limited liability company)	Filed: August 9, 2016	software and on-site hardware used for audio conferencing, video teleconferencing, call
	revere	1 Seagate, Suite 600	Registered: March 28, 2017	forwarding, telephone voice messaging, caller ID, call recording, management of telephone calls, facsimiles, and voicemail, voice to text
		Toledo, Ohio 43604	Register: Principal Register	transcription, facsimile to email transmission, voice over internet protocol (VOIP) services, customer
	REG. NO. 5170431			relationship management (CRM) integration, email integration and transmission of voice, texts,
	APP NO. 87131850			messages, data, graphics, images, videWo, and information by means of telecommunications networks, wireless networks, the Internet and data networks

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Louisiana AMERICAN

ASSISTANCE

LA APP. NO.: 66-1663

American Broadband and Telecommunications

Telecommunications Company LLC (Delaware limited liability company)

C (Delaware Registered: October 7, 2015

Filed: October 7, 2015

Int'l Class: 38 (Int'l Class: 38) residential and commercial data, local and long distance

communication

LA REG. NO.: 66-1663 1 Seagate, Suite 600

Toledo, Ohio, 43699

TRADEMARK REEL: 007748 FRAME: 0844

RECORDED: 06/10/2022