

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empire Long Distance Corporation		01/12/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., as Administrative Agent		
Street Address:	20 Cabot Rd		
City:	Medford		
State/Country:	MASSACHUSETTS		
Postal Code:	02155		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87689538	EMPIRE ACCESS	
Serial Number:	87689619		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	50 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10020-1605		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	01/12/2023		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“Agreement”) is entered into as of January 12, 2023 by EMPIRE LONG DISTANCE CORPORATION, a New York corporation (the “Grantor”), in favor of CITIZENS BANK, N.A. (together with its successors and permitted assigns, the “Administrative Agent”), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement, dated as of January 12, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among ENDURANCE PARENT, INC., a Delaware corporation (the “Borrower”), ENDURANCE MIDCO, INC., a Delaware corporation (“Holdings”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent.

R E C I T A L S:

A. The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Security Agreement, dated as of January 12, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement unless otherwise defined herein).

B. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of such Grantor, including, without limitation, all of such Grantor’s right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor’s trademarks, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of such Grantor’s right, title, and interest in, to, and under the following other than any Excluded Asset (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or hereafter created, acquired or reacquired:

(1) each trademark, trademark registration (“Trademark Registration”) and trademark application (“Trademark Application”), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement, dilution or misuse of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark, and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement. For the avoidance of doubt, the Lien and security interest contained in this Agreement shall not encumber, and Trademark Collateral shall not include, any Excluded Asset.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests 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 are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

THE PROVISIONS OF THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR EQUITY) OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first written above.

EMPIRE LONG DISTANCE CORPORATION,
as Grantor

By: 

Name: James E. Baase


Title: Chief Executive Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007944 FRAME: 0673

Schedule 1
to
Trademark Security Agreement

U.S. TRADEMARKS

Owner of Record	Trademark	Application or Registration No.	Filing or Registration Date	Goods
Empire Long Distance Corporation d/b/a Empire Access	EMPIRE ACCESS	87689538	8/17/2021	N/A
Empire Long Distance Corporation d/b/a Empire Access		87689619	1/22/2019	N/A