

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRA 7137/0748		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortress Credit Corp.		02/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JAB Wireless, Inc.		
Street Address:	61 Inverness Dr. East		
Internal Address:	Suite 250		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: COLORADO		
Name:	Skybeam Acquisition Corporation		
Street Address:	61 Inverness Dr. East		
Internal Address:	Suite 250		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2774351	PRAIRIE INET	
Registration Number:	4902898	RISE BROADBAND	
Registration Number:	5040959	BIG CITY BROADBAND, WHERE YOU ARE	
Registration Number:	5054785	RISE BROADBAND	
Registration Number:	5199507	RISE ABOVE THE REST	
Registration Number:	5200510	FEEL FREE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			

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Phone: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	48786-1
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NAME OF SUBMITTER:	Rob Soneson
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SIGNATURE:	/rsoneson/
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DATE SIGNED:	02/01/2023
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Total Attachments: 4

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2023 (this “**Release**”), is made by FORTRESS CREDIT CORP., as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) in favor of SKYBEAM ACQUISITION CORPORATION, a Colorado corporation, and JAB WIRELESS, INC., a Colorado corporation (each, a “**Grantor**” and together, the “**Grantors**”).

WHEREAS, pursuant to the Credit Documents (as defined below) comprising of (i) that certain Credit Agreement, dated as of December 17, 2020, by and among the Grantors, Skybeam, LLC, a Colorado limited liability company, each of the other entities from time to time party thereto, the lenders party thereto, and the Agent (as amended, restated, amended and restated, modified and/or otherwise supplemented prior to the date hereof, the “**Credit Agreement**”), (ii) that certain Guaranty and Security Agreement, dated as of December 17, 2020, by and among the (as defined thereunder) party thereto and the Agent for the benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Security Agreement**”, and together with the Credit Agreement, the “**Credit Documents**”), the Grantors and the Agent executed a Trademark Security Agreement, dated as of December 17, 2020 (the “**Trademark Security Agreement**”), pursuant to which each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in (the “**Security Interest**”), all of such Grantor’s right, title and interest in, to and under the **Trademark Collateral** (as defined in the Trademark Security Agreement), including but not limited to the Trademarks and IP Licenses referred to on Schedule A hereto; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on December 17, 2020 at Reel 7137 Frame 0748.

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

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or Credit Documents, as applicable.

SECTION 2. Termination and Release. The Agent, without representation, warranty, or recourse, hereby (i) terminates and cancels the Trademark Security Agreement and (ii) terminates, cancels, discharges, and releases all of its Lien on and Security Interest in and to each Grantor’s right, title, and interest in, to, and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those Trademarks and IP Licenses referred to on Schedule A hereto, and any right, title or interest of the Agent in the Trademark Collateral shall hereby cease and become void.

SECTION 3. Reassignment; Authorization of Recording; Further Assurances. The Agent, on behalf of the Secured Parties, hereby re-assigns, re-transfers and re-conveys to each Grantor, without representation or recourse, any and all right title or interest the Agent may have in and to the Trademark Collateral, including, without limitation, those Trademarks and IP Licenses referred to on Schedule A hereto. The Agent hereby authorizes the recordation of this Release with the USPTO at Grantors' expense. The Agent hereby agrees, at Grantors' expense, to take such further actions as Grantors may reasonably request in order to effectuate the termination and release contemplated by this Release.

SECTION 4. Choice of Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Agent has executed this Termination and Release of Trademark Security Agreement as of the date first set forth above.

FORTRESS CREDIT CORP., as Agent

By: 

Name: Avraham Dreyfuss

Title: Chief Financial Officer

SCHEDULE A

<u>Mark</u>	<u>Company</u>	<u>REG. NO./APP. NO.</u>	<u>Filing Date</u>	<u>REG. DATE/APP. DATE</u>
PRARIE INET	Skybeam Acquisition Corporation	2,774,351	3/13/2000	10/21/2003
RISE BROADBAND	JAB Wireless, Inc.	4,902,898	4/15/2015	2/16/2016
BIG CITY BROADBAND, WHERE YOU ARE	JAB Wireless, Inc.	5,040,959	2/5/2016	9/13/2016
RISE BROADBAND (LOGO)	JAB Wireless, Inc.	5,054,785	5/5/2016	10/4/2016
RISE ABOVE THE REST	JAB Wireless, Inc.	5,199,507	10/3/2016	5/9/2017
FEEL FREE	JAB Wireless, Inc.	5,200,510	4/16/2015	5/9/2017