

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skybeam Acquisition Corporation		02/01/2023	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	TORONTO DOMINION (TEXAS) LLC, as Collateral Agent		
Street Address:	1 Vanderbilt Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2774351	PRAIRIE INET	
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:	3129932617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/O Latham and Watkins 330 N Wabash Ave		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	068990-0001 (AN)		
NAME OF SUBMITTER:	ATOOSA NOWROUZI		
SIGNATURE:	/an/		
DATE SIGNED:	02/01/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of February 1, 2023 by JAB WIRELESS, INC., a Colorado corporation and SKYBEAM ACQUISITION CORPORATION, a Colorado corporation (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of TORONTO DOMINION (TEXAS) LLC, in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to in the Security Agreement (as defined below)) (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”), for the benefit of the Secured Parties.

PRELIMINARY STATEMENTS

WHEREAS, the Grantors are party to that certain Pledge and Security Agreement, dated as of February 1, 2023 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under certain intellectual property, and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance in full of all Secured Obligations, a security interest in and to all of its right, title and interest in, to and under (a) all trademarks (including service marks), trade names, logos, domain names, slogans, corporate names and trade dress, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including but not limited to the trademark registrations and applications listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (e) all Proceeds of the foregoing and (f) all rights corresponding to any of the foregoing throughout the world, in each case excluding any Excluded Assets (collectively, the “**Trademark Collateral**”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies

of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Electronic Execution. The words “delivery”, “execution”, “execute”, “signed”, “signature”, and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, each undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JAB WIRELESS, INC.

By: 

Name: James O'Brien

Title: Chief Executive Officer

SKYBEAM ACQUISITION CORPORATION

By: 

Name: James O'Brien

Title: Chief Executive Officer and President



Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007958 FRAME: 0147

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application Filing Date	Application Filing Number	Registration Date	Registration Number	Owner
Big city broadband, where you are	February 5, 2016	86899481	September 13, 2016	5040959	JAB Wireless, Inc.
Feel free	April 16, 2015	86600507	May 9, 2017	5200510	JAB Wireless, Inc.
PRAIRIE INET LLC	March 13, 2000	75942917	October 21, 2003	2774351	Skybeam Acquisition Corporation
Rise Above the Rest	October 3, 2016	87191280	May 9, 2017	5199507	JAB Wireless, Inc.
Rise Broadband	April 15, 2015	86598902	February 16, 2016	4902898	JAB Wireless, Inc.

	May 5, 2016	87026052	October 4, 2016	5054785	JAB Wireless, Inc.
	February 2, 2022	97249750	Pending	Pending	JAB Wireless, Inc.