

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM804325

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A+ Mobile Solutions, Inc.		04/18/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flagstar Bank, N.A.		
<b>Street Address:</b>	565 Fifth Avenue		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4754537		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6315013526		
<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>			
<b>Phone:</b>	6315015700		
<b>Email:</b>	efuller@carterdeluca.com, docket@carterdeluca.com		
<b>Correspondent Name:</b>	George Likourezos		
<b>Address Line 1:</b>	576 Broad Hollow Road		
<b>Address Line 4:</b>	Melville, NEW YORK 11747		
<b>ATTORNEY DOCKET NUMBER:</b>	3346-2		
<b>NAME OF SUBMITTER:</b>	George Likourezos		
<b>SIGNATURE:</b>	/George Likourezos/		
<b>DATE SIGNED:</b>	04/19/2023		
<b>Total Attachments: 4</b>			
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”), is dated as of **April 18, 2023** and is between **A+ MOBILE SOLUTIONS, INC.**, a New York corporation, having an address at 1490 North Clinton Avenue, Bay Shore, New York 11706 (“**Grantor**”) in favor of **FLAGSTAR BANK, N.A.**, having a principal office located at **565 Fifth Avenue, 8<sup>th</sup> Floor, New York, New York 10017** (together with its successors and/or assigns “**Secured Party**”).

### **Background**

1. Advance Convergence Group, Inc., a Delaware corporation (“**Borrower**”) desires to establish financing arrangements with the Secured Party.
2. Grantor is a Subsidiary of Borrower and will guaranty the financing arrangements between Borrower and Secured Party. The granting of a security interest hereunder will result in a direct financial benefit to Grantor and will further the business interest of the Grantor.
3. As a condition precedent to the making of the financing arrangements in favor of Borrower, Grantor (and certain of its affiliates) executed and delivered to the Secured Party one or more Security Agreements, each dated as of **April 18, 2023** (as amended, restated, supplemented or modified, from time to time, collectively, the “**Security Agreement**”).
4. Pursuant to the terms of the Security Agreement, Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

Grantor and Secured Party therefore agree as follows:

1. Definitions. Capitalized terms not defined in this Trademark Security Agreement will have the meaning ascribed to them in the Security Agreement.

2. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for

damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

4. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantor are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule that would apply the law of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

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

A+ MOBILE SOLUTIONS, INC.

By:   
Name: **David Antar**  
Title: **President**


Address for Notices:

**A+ Mobile Solutions, Inc.**  
**1490 North Clinton Avenue**  
**Bay Shore, New York 11706**  
**Attention: David Antar, President**

With copies to:  
**Farrell Fritz, P.C.**  
**400 RXR Plaza**  
**Uniondale, NY 11556**  
**Attention: Lisa Vaccaro, Esq.**

STATE OF NEW YORK     )  
                  SUFFOLK     ) ss.:  
COUNTY OF ~~NASSAU~~     )

On the 14<sup>th</sup> day of April, in the year **2023**, before me, the undersigned, personally appeared **DAVID ANTAR**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

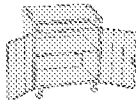
  
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**LAURA K FALLICK**  
**Notary Public, State of New York**  
**No. 01FA6388738**  
**Qualified in Suffolk County**  
**Commission Expires March 11 2023/7**

**SCHEDULE 1**  
**TRADEMARKS**

**Trademark Registrations**

<b>Owner</b>	<b>Mark</b>	<b>Reg. No.</b> <b>Reg. Date</b>	<b>Goods/Service</b>
A+ Mobile Solutions, Inc.,	 <p>(The color yellow as applied to the interior and exterior of wheeled carts specifically adapted to holding and carrying audio-visual equipment)</p>	4754537 June 16, 2015	Class 9: Wheeled carts specially adapted for holding audio-visual (AV) equipment and computers; Wheeled carts specially adapted for holding laboratory equipment and instruments