

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APOGEE TELECOM, INC., a Texas Corporation, Grantor		08/22/2022	Corporation:
APOGEE COMPANIES, INC., a Texas Corporation, Grantor		08/22/2022	Corporation:
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	200 Crescent Court, Suite 400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5003022	STREAM2	
Registration Number:	3900217	MYRESNET	
Registration Number:	4844545	CTVSTREAM	
Registration Number:	5625694	APOGEE	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	210-978-7453		
Email:	eva.martinez@haynesboone.com		
Correspondent Name:	Cody Cravens, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue		
Address Line 2:	Suite 700 (5478.37)		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	5478.00037		
NAME OF SUBMITTER:	CODY CRAVENS		
SIGNATURE:	/CODY CRAVENS/		

CH \$115.00 5003022

DATE SIGNED:	04/20/2023
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), is entered into as of August 22, 2022, by and among, APOGEE TELECOM, INC., a Texas corporation (the “*Borrower*”), APOGEE COMPANIES, INC., a Texas corporation (“*Holdco*” and together Borrower and any other Person joined hereto, individually, each a “*Grantor*” and collectively, jointly and severally, the “*Grantors*”), and PNC BANK, NATIONAL ASSOCIATION, on behalf of itself, its Affiliates, and as Administrative Agent for the Lenders and other Secured Parties under the Credit Agreement as defined below (in such capacity, “*Administrative Agent*”).

RECITALS:

WHEREAS, Grantors are entering into a Credit Agreement dated of even date herewith (as it may be amended, restated or modified from time to time, the “*Credit Agreement*”), by and among Grantors, the other guarantors now or hereafter party thereto, Administrative Agent and the other lenders now or hereafter party thereto (each a “*Lender*” and collectively, “*Lenders*”).

WHEREAS, Grantors are party to that certain Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”).

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, to secure the obligations under the Credit Agreement and the other Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of each Grantor’s Patents, Patent applications, Patent licenses, Trademarks, Trademark licenses, Copyrights and Copyright licenses to which it is a party, including those referred to in Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and
- (c) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and

payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security for Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Intellectual Property 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 is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

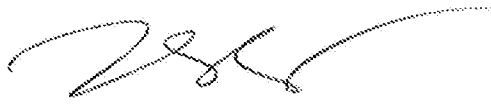
5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**[Remainder of Page Intentionally Left Blank
Signature Page Follows]**

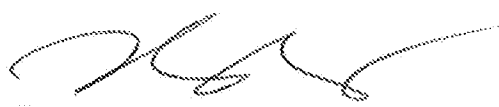
IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTORS:

APOGEE TELECOM, INC.

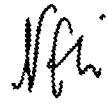
By: 
Name: Mark R. Holt
Title: Vice President and Chief Financial Officer

APOGEE COMPANIES, INC.

By: 
Name: Mark R. Holt
Title: Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION

By:  _____
Name: Natalie Hill
Title: Senior Vice President

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENTS

None.

2. PATENT APPLICATIONS

None.

3. PATENT LICENSES

No licenses other than with respect to commercially available software products under standard end-user object code license agreements.

4. TRADEMARKS

Country	Mark	Description	Registration No. and Date
USA	STREAM2	Word mark	5003022; 7/19/16
USA	MYRESNET	Word mark	3900217; 1/4/11
USA	CTVSTREAM	Word mark	4844545; 11/3/15
USA	APOGEE	Word mark	5625694; 12/11/18

5. TRADEMARK LICENSES

No licenses other than with respect to commercially available software products under standard end-user object code license agreements.

6. COPYRIGHTS

None.

7. COPYRIGHT LICENSES

No licenses other than with respect to commercially available software products under standard end-user object code license agreements.