

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIVOTAL COMMWARE, INC.		05/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Collateral Agent		
Street Address:	1345 Avenue of the Americas, 46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5471599	HOLOGRAPHIC BEAM FORMING	
Registration Number:	5571231	PIVOTAL	
Registration Number:	5571232	PIVOTAL	
Registration Number:	5693749	HOLOGRAPHIC MIMO	
Registration Number:	5776256	PIVOTAL COMMWARE	
Registration Number:	5822388	PIVOTAL COMMWARE	
Registration Number:	5966073	PIVOTAL ECHO 5G	
Registration Number:	6009716	5G IS PIVOTAL	
Registration Number:	6119549	ECHO 5G	
Registration Number:	6381362	PIVOT 5G	
Registration Number:	6872894	PIVOTAL COMMWARE	
Serial Number:	90138766	WAVESCAPE	
Serial Number:	97029154	PIVOTAL	
Serial Number:	97292237	MMWAVESOLVED	
Serial Number:	97317792	WAVESCAPE	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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>			

CH \$390.00 5471599

Phone: 2125305096
Email: dcip@milbank.com, nbrowand@milbank.com
Correspondent Name: Milbank LLP
Address Line 1: 55 Hudson Yards
Address Line 2: Attn: NATHANIEL T. BROWAND
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 44734.00008

NAME OF SUBMITTER: Nathaniel T. Browand

SIGNATURE: /Nathaniel T. Browand/

DATE SIGNED: 05/22/2023

Total Attachments: 4

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, PIVOTAL COMMWARE, INC. (the “Grantor”) has adopted, used, is using, or intends to use, and is the owner of the Trademarks and Trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into a Security Agreement, dated as of May 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in which the Grantor has granted certain interests in favor of Fortress Credit Corp., as Collateral Agent (the “Collateral Agent”) for the benefit of the Secured Parties (as defined therein); and

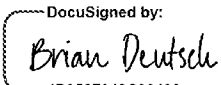
WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Collateral Agent and the Secured Parties to execute this Short-Form Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the Trademark Collateral, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the Trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a Trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such Trademark application would materially adversely affect the validity or enforceability of the resulting Trademark registration or result in cancellation of such Trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: May 22, 2023

[Signature pages follow]

PIVOTAL COMMWARE, INC.

By:  _____
Name: Brian Deutsch
Title: Chief Executive Officer, President and Secretary

Acknowledged and accepted as of the date hereof:

FORTRESS CREDIT CORP.,

as Collateral Agent

By: _____
Name: Timothy Bailey
Title: Authorized Signatory



[Signature Page to Short-Form Trademark Security Agreement]

TRADEMARK
REEL: 008080 FRAME: 0241

SCHEDULE OF
REGISTERED TRADEMARKS

TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND
SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK
AND SERVICE MARK REGISTRATIONS

Registered Trademarks:

<i>Country</i>	<i>Mark</i>	<i>Application Number</i>	<i>Filing Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
US Federal	WAVESCAPE	90138766	08/26/20		
US Federal	PIVOTAL	97029154	09/15/21		
US Federal	MMWAVESOLVED	97292237	03/02/22		
US Federal	WAVESCAPE	97317792	03/17/22		
US Federal	HOLOGRAPHIC BEAM FORMING	87233809	11/11/16	5471599	05/15/18
US Federal	PIVOTAL	87233330	11/10/16	5571231	09/25/18
US Federal	PIVOTAL and Design 	87233800	11/11/16	5571232	09/25/18
US Federal	HOLOGRAPHIC MIMO	87588760	08/29/17	5693749	03/05/19
US Federal	PIVOTAL COMMWARE	87590050	08/30/17	5776256	06/11/19
US Federal	PIVOTAL COMMWARE and Design 	87588749	08/29/17	5822388	07/30/19
US Federal	PIVOTAL ECHO 5G	88504614	07/08/19	5966073	01/21/20
US Federal	5G IS PIVOTAL	88564423	08/02/19	6009716	03/10/20
US Federal	ECHO 5G	88027841	07/06/18	6119549	08/04/20
US Federal	PIVOT 5G	88728327	12/16/19	6381362	06/08/21
US Federal	PIVOTAL COMMWARE	97420970	05/20/22	6872894	10/11/22
WIPO	WAVESCAPE	1692981	09/19/22	1692981	09/19/22
WIPO	PIVOTAL COMMWARE	1696584	10/05/22	1696584	10/05/22
Australia	PIVOTAL COMMWARE	2315254	10/05/22		
Australia	WAVESCAPE	2312143	09/19/22	2312143	09/19/22

Common Law Trademark:

- TRACR 5G™