

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Onix Networking Corp.		03/17/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	127 Public Square		
Internal Address:	ATTN: Commercial Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5201137	GOPTIX BY ONIX	
Registration Number:	2659557	ONIX NETWORKING	
Registration Number:	4439393	ONIX	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	41352/04000		
NAME OF SUBMITTER:	Carol A. Costanza		
SIGNATURE:	/Carol A. Costanza/		
DATE SIGNED:	03/20/2023		
Total Attachments: 11			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made and entered into as of March 17, 2023, by and between Onix Networking Corp., an Ohio corporation (the “Grantor”), and KEYBANK NATIONAL ASSOCIATION, a national banking association (the “Lender”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement (defined below).

Recitals:

A. The Lender and the Grantor are the parties to that certain Credit and Security Agreement, dated as of the date hereof (as the same has heretofore and hereafter may be amended, restated, amended and restated, modified, extended or supplemented from time to time, the “Credit Agreement”).

B. The Grantor is executing this Agreement to perfect certain security interests granted to the Lender under the Credit Agreement.

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Lender hereby agree as follows:

1. SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS, ETC.
The Grantor hereby grants to the Lender as security for the Secured Debt, a security interest in and continuing Lien on all of the Grantor’s right, title and interest in all U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications, trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in Clauses (a) through (d), below, the “Proprietary Collateral”), whether now owned or existing and filed or hereafter acquired or arising and filed, including, without limitation, the Proprietary Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world; provided that, notwithstanding anything to the contrary contained in the foregoing, the security interest created hereby shall not extend to, and the term “Proprietary Collateral” shall not include, any Excluded Collateral, including, but not limited to, any trademark application prior to the filing and acceptance of a “Statement of Use,” “Amendment to Allege Use” or other similar filing 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 may impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable law.

2. OBLIGATIONS AND LIABILITIES SECURED. The security interests of the Lender under this Agreement secure the Secured Debt of the Grantor under and in connection with the Credit Agreement.

3. NEW PATENTS, TRADEMARKS, COPYRIGHTS, ETC. If, prior to the termination of this Agreement, the Grantor shall (a) obtain rights to any new patentable inventions, or (b) become entitled to the benefit of any patent, trademark, copyright, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 2, above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall, unless otherwise constituting Excluded Collateral, automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. The Grantor shall give to the Lender written notice of the events described in clauses (a) and (b) within sixty (60) days of each such event. The Grantor hereby authorizes the Lender to modify this Agreement by amending Exhibit A to include any future patents, trademarks, copyrights, trade names, service marks, patent applications, trademark applications, service mark applications and the Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Lender to effectuate such amendment.

4. TERM. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of Proprietary Collateral, or (b) the release of the Lender's security interests in the Proprietary Collateral granted in the Credit Agreement.

5. TERMINATION OF SECURITY INTEREST. This Agreement is made for collateral security purposes only. The security interests granted hereby shall be automatically released upon the termination of the security interests in the Proprietary Collateral granted under the Credit Agreement pursuant to the provisions thereof. Upon such release, the Lender shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Proprietary Collateral subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement, the Credit Agreement or any of the other Loan Documents.

6. DUTIES OF THE GRANTOR. The Grantor shall have the duty (a) to prosecute any patent application, trademark application and service mark applications that are part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Agreement; (b) to take commercially reasonable steps to preserve and maintain all of the Grantor's rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (c) not to abandon or divest itself of any right under any Proprietary Collateral, in each case of any of the foregoing (a)-(c), unless the Grantor reasonably determines such Proprietary Collateral is (i) obsolete, (ii) no longer useful in the operation of the business or not material to the

operation or value of its business, or (iii) replaced. Any expense incurred in connection with the foregoing shall be borne by the Grantor.

7. INFRINGEMENT. The Grantor represents and warrants to the Lender that the Grantor owns, possesses or has a license or right to use, and will own, possess or have a license or right to use continuously throughout the term of this Agreement, the Proprietary Collateral that is material to the operation or value of its business, as presently conducted, without, to the knowledge of the Grantor, any infringement or misappropriation of the rights of third parties, and no litigation or proceeding is pending, or, to the knowledge of the Grantor, threatened against the Grantor, which might, if successful, adversely affect the Grantor's interest in the Proprietary Collateral in any material respect, in each case except where the failure of any of the foregoing would not reasonably be expected to have a Material Adverse Effect.

8. ADDITIONAL REPRESENTATIONS AND WARRANTIES. The Grantor represents and warrants that it is the true and lawful owner or licensee of the Proprietary Collateral listed in the Exhibits attached hereto (other than any Proprietary Collateral subsequently divested in accordance with Section 6(c)) and that, to the Grantor's knowledge, said listed Proprietary Collateral constitutes all the patents and patent applications, trademarks, copyrights, service marks and other Proprietary Collateral registered in the United States Patent and Trademark Office or United States Copyright Office, as applicable, that the Grantor now owns in connection with its business.

9. WAIVERS. No course of dealing between the Grantor and the Lender, and no failure to exercise or delay in exercising on the part of the Lender any right, power or privilege hereunder, under the Credit Agreement or any of the other Loan Documents, shall operate as a waiver of any of the Lender's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other Loan Document shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

10. LENDER'S EXERCISE OF RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT.

(a) Upon the occurrence and during the continuance of an Event of Default, the Lender may exercise any and all rights and remedies provided in this Agreement, the Credit Agreement, the other Loan Documents, at law and in equity in respect of the Proprietary Collateral. In connection therewith following the occurrence and during the continuance of an Event of Default, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents, trademarks, copyrights or service marks secured hereby and, if the Lender shall commence any such suit, the Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Lender for all reasonable and documented out-of-pocket costs and other reasonable expenses including, without limitation, reasonable and documented out-of-pocket attorneys' fees and expenses, incurred by the Lender in the exercise of its rights under this paragraph.

(b) Without limiting the generality of subparagraph (a), above, if an Event of Default shall occur and be continuing, the Lender may by written notice to the Grantor (which such notice may be given contemporaneously with the exercise of any remedies) take any or all of the following actions: (i) declare the entire right, title and interest of the Grantor in each of the patents, copyrights, trademarks and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Lender, in which case the Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Lender of all its right, title, and interest to such Proprietary Collateral to the Lender; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct the Grantor to refrain, in which event the Grantor shall refrain, from using or practicing the Proprietary Collateral directly or indirectly, and the Grantor shall execute such other and further documents as the Lender may reasonably request further to confirm this and to transfer ownership of the Proprietary Collateral to the Lender.

11. SEVERABILITY. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. MODIFICATION. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto pursuant to Section 11.2 of the Credit Agreement.

13. CUMULATIVE REMEDIES; POWER OF ATTORNEY. All of the Lender's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the Credit Agreement, by any of the Loan Documents or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, the Grantor hereby constitutes and appoints the Lender its true and lawful attorney-in-fact, with full power of substitution, with power to (a) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Lender deems to be in the best interest of the Lender, (c) grant or issue any exclusive or non-exclusive license under the Proprietary Collateral to anyone on commercially reasonable terms, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. The Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Collateral shall have been released pursuant to the terms of the Credit Agreement. The Grantor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Lender shall have, in addition to all other rights and remedies given to it by the terms of this Agreement, all rights and remedies allowed by law and all rights and remedies of a Lender under the UCC as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

14. APPLICATION OF PROCEEDS. All Collateral and proceeds of Collateral obtained and realized by the Lender from the exercise of remedies hereunder or under any other documents relating to this Agreement shall, unless otherwise required by the terms of the other Loan Documents or by applicable law, be applied in accordance with the Credit Agreement.

15. EFFECTIVENESS OF SECURITY DOCUMENTS. The Grantor may execute and deliver to the Lender additional Loan Documents granting to the Lender a security interest in and Lien on the Collateral (collectively, with this Agreement, the "Security Documents"), governed by the laws of New York or of other jurisdictions, including foreign jurisdictions; and some or all of such other Security Documents may also grant rights and interests in property that is part of the Proprietary Collateral hereunder. All such rights and interests granted to the Lender in such other Security Documents are intended to be, and shall be, cumulative with the rights and interests granted to the Lender in this Agreement; and this Agreement shall not be construed to impugn the effectiveness of, or the security interests or other Liens granted by, any of such other Security Documents, nor shall any of such other Security Documents be construed to impugn the effectiveness of, or the security interests or other Liens granted by, this Agreement. Notwithstanding anything to the contrary in this Agreement, the security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement, and in the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

16. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Lender and its nominees, successors and assigns; provided, however, and subject to the following sentence, the Grantor may not assign its rights and interests herein to any third party without the prior written consent of the Lender. The Grantor's successors and assigns shall include, without limitation, a Subsidiary, a receiver, trustee or debtor-in-possession of or for the Grantor.

17. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York (without reference to the conflicts of law principles thereof).

18. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 11.3 of the Credit Agreement.

19. LENDER'S DUTY. The Lender shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Lender shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon the occurrence and during the continuance of an Event of Default may do so at its option, and all reasonable and documented out-of-pocket expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Secured Debt secured hereby.

20. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. JURY TRIAL WAIVER. THE GRANTOR AND THE LENDER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE GRANTOR AND THE LENDER, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE, GUARANTY OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, WITH THE CREDIT AGREEMENT OR WITH THE TRANSACTIONS RELATED THERETO.

[No further provisions are on this page; the next page is the signature page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized, as of the date first above written.

GRANTOR:

ONIX NETWORKING CORP.

By: Neeraj Singh
Name: Neeraj Singhal
Title: Chief Financial Officer

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: Katherine Mathews
Name: Katherine Mathews
Title: Vice President

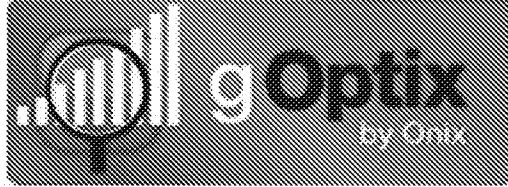


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[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
SCHEDULE OF PROPRIETARY COLLATERAL

Schedule of Trademarks

Trademarks

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Grantor</u>
gOptix by Onix 	05/09/2017	5201137	Onix Networking Corp.
Onix Networking 	12/10/2002	2659557	Onix Networking Corp.
	11/26/2013	4439393	Onix Networking Corp.

Trademark Applications

None.

Schedule of Patents

Exhibit A

Patents

<u>Grantor</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Description</u>
None.				

Patent Applications

<u>Grantor</u>	<u>Country</u>	<u>Application No.</u>	<u>File Date</u>	<u>Description</u>
None.				

Exhibit A

Schedule of Copyrights

Copyrights

<u>Grantor</u>	<u>Registration No.</u>	<u>Country</u>	<u>Title</u>	<u>Issuer Date</u>
None.				

Copyright Applications

<u>Grantor</u>	<u>Registration No.</u>	<u>Country</u>	<u>Title</u>	<u>Application Date</u>
None.				

Exhibit A

#96600915v6

RECORDED: 03/20/2023

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REEL: 008080 FRAME: 0441