

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN SENIOR SECURED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. TelePacific Corp.		06/01/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3577390	TPX	
Registration Number:	5734382	TPX	
Registration Number:	5692319	TPX COMMUNICATIONS	
Registration Number:	5734416	TPX	
Registration Number:	5758166	TPX COMMUNICATIONS	
Registration Number:	5734418	TPX COMMUNICATIONS	
Registration Number:	5692349	REACH A HIGHER STATE OF CONNECTEDNESS	
Registration Number:	6212525	WVX	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2022379 TM 2L		

OP \$215.00 3577390

NAME OF SUBMITTER:	Adalia Wu
SIGNATURE:	/Adalia Wu/
DATE SIGNED:	06/02/2023
Total Attachments: 9 source=10. TPx - Second Lien Senior Secured IP Security Agreement [Executed]#page2.tif source=10. TPx - Second Lien Senior Secured IP Security Agreement [Executed]#page3.tif source=10. TPx - Second Lien Senior Secured IP Security Agreement [Executed]#page4.tif source=10. TPx - Second Lien Senior Secured IP Security Agreement [Executed]#page5.tif source=10. TPx - Second Lien Senior Secured IP Security Agreement [Executed]#page6.tif source=10. TPx - Second Lien Senior Secured IP Security Agreement [Executed]#page7.tif source=10. TPx - Second Lien Senior Secured IP Security Agreement [Executed]#page8.tif source=10. TPx - Second Lien Senior Secured IP Security Agreement [Executed]#page9.tif source=10. TPx - Second Lien Senior Secured IP Security Agreement [Executed]#page10.tif	

SECOND LIEN SENIOR SECURED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN SENIOR SECURED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Intellectual Property Security Agreement*”) dated as of June 1, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Wilmington Savings Fund Society, FSB, as collateral agent (together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement defined below, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement).

WHEREAS U.S. TelePacific Corp., a Delaware corporation, U.S. TelePacific Holdings Corp., a Delaware corporation and the Subsidiary Guarantors party thereto have entered into that certain Second Lien Senior Secured Credit Agreement dated as of June 1, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with the Collateral Agent and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lender Parties under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Senior Secured Security Agreement dated as of June 1, 2023 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Intellectual Property Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Intellectual Property Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Intellectual Property Collateral by each Grantor under this Intellectual Property Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts; Remedies. (a) This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent on behalf of the Secured Parties and acting at the direction of the Required Lenders may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Intellectual Property Collateral) and also may acting at the direction of the Required Lenders: (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent (acting at the direction of the Required Lenders) forthwith, assemble all or part of the Intellectual Property Collateral as directed by the Collateral Agent and make it available to the Collateral Agent (acting at the direction of the Required Lenders) at a place and time to be designated by the Collateral Agent (acting at the direction of the Required Lenders) that is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any location, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent (acting at the direction of the Required Lenders) may deem commercially reasonable; (iii) occupy any premises owned or leased by any of the Grantors where the Intellectual Property Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation except for the Collateral Agent's gross negligence or willful misconduct; and (iv) exercise any and all rights and remedies of any of the Grantors under or in connection with the Intellectual Property Collateral, or otherwise in respect of the Intellectual Property Collateral, including, without limitation, (A) any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, the Intellectual Property Collateral and (B) exercise all other rights and remedies with respect to the Intellectual Property Collateral, including, without limitation, those set forth in Section 9-607 of the UCC. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

SECTION 5. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

U.S. TELEPACIFIC CORP.


By: _____

Name: Brent Novak

Title: Chief Financial Officer



**WILMINGTON SAVINGS FUND
SOCIETY, FSB, as Collateral Agent**

By: 
Name: Geoffrey J. Lewis
Title: Vice President

**Schedule A to
the Intellectual Property
Security Agreement**




PATENTS

None.

Sch. A-1

**Schedule B to
the Intellectual Property
Security Agreement**

TRADEMARKS

Grantor	Trademark	Application Number	Registration Number
U.S. TelePacific Corp.	TPX	77297055	3577390
U.S. TelePacific Corp.	TPX	87335653	5734382
U.S. TelePacific Corp.	TPX COMMUNICATIONS	87335746	5692319
U.S. TelePacific Corp.	TPX and design 	87351631	5734416
U.S. TelePacific Corp.	TPX COMMUNICATIONS and design 	87352542	5758166
U.S. TelePacific Corp.	TPX COMMUNICATIONS and design 	87352801	5734418
U.S. TelePacific Corp.	REACH A HIGHER STATE OF CONNECTEDNESS	87370445	5692349
U.S. TelePacific Corp.	WVX	88653312	6212525

**Schedule C
to the Intellectual Property
Security Agreement**

COPYRIGHTS

None.

Sch. C-1