

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XIBER LLC		07/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK		
Street Address:	10333 N. Meridian Street		
Internal Address:	Suite 350		
City:	INDIANAPOLIS		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	State Bank: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6531094	X	
Registration Number:	6531093	XIBER	
Registration Number:	6547968	XIBER	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	108353-00090		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		
DATE SIGNED:	07/26/2023		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made this 21st day of July, 2023, by and between XIBER LLC, a Delaware limited liability company (“**Grantor**”), and FIRST MERCHANTS BANK, an Indiana bank (together with its successors and assigns, “**Secured Party**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”) by and between Grantor, the other Loan Parties party thereto and Secured Party, Secured Party has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Secured Party is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Indebtedness, a continuing security interest (the “**Security Interest in Patents**”) in all of Grantor’s right, title and interest in and to the following, now owned and existing or hereafter acquired or arising (collectively, the “**Patent Collateral**”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent owned by Grantor or any Patent exclusively licensed by Grantor under any Patent License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Indebtedness, a

continuing security interest (the “**Security Interest in Trademarks**”; together with the Security Interest in Patents, the “**Security Interest**”) in all of Grantor’s right, title and interest in and to the following, now owned and existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks and Trademark Licenses owned by Grantor, including those referred to on Schedule II hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything to the contrary in this Agreement, “Trademark Collateral” and “Patent Collateral” shall not include any Excluded Asset (as defined by the Credit Agreement).

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor (“**Intent to Use Applications**”), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of “Statement of Use” with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule II to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

4. SECURITY FOR INDEBTEDNESS. This Agreement and the Security Interest created hereby secure the payment and performance of the Indebtedness, whether now owned and existing or hereafter acquired or arising. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Grantor to Secured Party or any of its Affiliates, whether or not they are unenforceable or not allowable due to the existence of any insolvency, bankruptcy or similar proceeding involving Grantor.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Patent Collateral and the Trademark 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.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patent or Trademark or become entitled to the benefit of any Patent or Trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Patent or Trademark, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new Patent or Trademark rights. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I or Schedule II, as applicable, to include any such new Patent or Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I or Schedule II, as applicable, shall in any way affect, invalidate or detract from Secured

Party's continuing security interest in all Collateral, whether or not listed on Schedule I or Schedule II, as applicable.

7. COUNTERPARTS. This Agreement is a Loan Document. This Agreement may be executed by original, facsimile or other electronic signatures (which shall be binding and enforceable the same as if original), in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

8. WAIVER OF JURY TRIAL, GOVERNING LAW AND JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTIONS 16, 17 and 18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

XIBER LLC

By: 

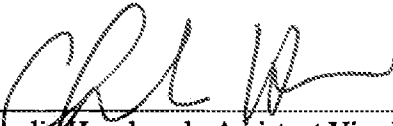
Stephen Hon, President

Signature Page to Intellectual Property Security Agreement

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK

By: 
Charlie Hageboeck, Assistant Vice President

Signature Page to Intellectual Property Security Agreement

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents



Title	Country	Issue Date	Patent Number	Owner
MODULAR ASSEMBLY FOR PROVIDING TELECOMMUNICATIONS AND INTERNET SERVICES AND METHOD OF INSTALLATION THEREOF	US	October 12, 2021	11146866	Xiber LLC
AGGREGATION OF NETWORK ACCESS TO TENANT SPACES OF MULTI-TENANT STRUCTURES	US	August 2, 2022	11405405	Xiber LLC
POINT TO POINT RADIO ALIGNMENT SYSTEM	US	May 16, 2023	11652270	Xiber LLC

Patent Licenses

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Trademark	Country	App. Serial No.	Filing Date	Reg. No.	Reg. Date	Grantor
	US	87811102	2/26/2018	6531094	10/19/2021	Xiber LLC
XIBER	US	87810907	2/26/2018	6531093	10/19/2021	Xiber LLC
	US	87811061	2/26/2018	6547968	11/2/2021	Xiber LLC

Trademark Licenses

None.