

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest (3L)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QualTek Wireless LLC		07/14/2023	Limited Liability Company: DELAWARE
QualTek LLC	FORMERLY f/k/a QualTek USA, LLC	07/14/2023	Limited Liability Company: DELAWARE
Site Safe, LLC		07/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB BANK, N.A		
Street Address:	100 William Street		
Internal Address:	Suite 1850		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3511914	PEOPLESAFE	
Registration Number:	2492712	PEOPLESAFE	
Registration Number:	2274170	SITESAFE	
Registration Number:	5131334	SITESAFE RF COMPLIANCE EXPERTS	
Registration Number:	3431165	SPECTRUMWATCH	
Registration Number:	3529772	ACI	
Registration Number:	6960085	QUALTEK WIRELINE	
Registration Number:	6960086	QUALTEK WIRELINE	
Registration Number:	6938891	QUALTEK WIRELESS	
Registration Number:	6938892	QUALTEK WIRELESS	
Registration Number:	2859874	VELOCITEL	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124464727
Email: hayley.smith@kirkland.com
Correspondent Name: KIRKLAND & ELLIS LLP
Address Line 1: ATTN: HAYLEY SMITH
Address Line 2: 601 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	48787-35
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NAME OF SUBMITTER:	Hayley Smith
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SIGNATURE:	//Hayley Smith//
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DATE SIGNED:	08/08/2023
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Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, QualTek Wireline LLC, a Delaware limited liability company, QualTek Wireless LLC, a Delaware limited liability company, QualTek LLC (f/k/a QualTek USA, LLC), a Delaware limited liability company and Site Safe, LLC, a Delaware limited liability company (each individually a “Grantor”, and together, the “Grantors”), all with principal offices at 475 Sentry Parkway E, Suite 200, Blue Bell, PA 19422, hereby grants to UMB BANK, N.A., as Collateral Agent, with principal offices at 100 William Street, Suite 1850, New York, NY 10038 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (collectively, the “Marks”) set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to each Grantor’s use of the Marks, (iii) all reissues, continuations, extensions and renewals of the Marks and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the Marks, including damages, claims and payments for past, present or future infringements of the Marks, (v) all rights corresponding to the Marks throughout the world, (vi) all the goodwill of the business with which the Marks are associated and (vii) rights to sue for past, present and future infringements or dilutions of the marks or other injuries thereto.

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Third Lien Term Pledge and Security Agreement dated as of July 14, 2023, among each Grantor, the other grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Pledge and Security Agreement”).


This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the Liens granted to the Collateral Agent pursuant to this Grant and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document, are subject to the provisions of the Third Lien Intercreditor Agreement. In the event of any conflict between the terms of the Third Lien Intercreditor Agreement and this Grant or any other Collateral Document, the terms of the Third Lien Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Collateral Agent acknowledges and agrees that each Grantor shall not be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the Third Lien Intercreditor Agreement.

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IN WITNESS WHEREOF, the undersigned have duly executed this Grant as of the date first written above.

**QUALTEK LLC
QUALTEK WIRELINE LLC
QUALTEK WIRELESS LLC
SITE SAFE, LLC**

By: 
Name: Matthew J. McColgan
Title: Chief Financial Officer

UMB BANK, N.A., as
Collateral Agent

by



Name: Joshua James
Title: Vice President

[Signature Page to Grant of Security Interest in United States Trademark]

TRADEMARK
REEL: 008159 FRAME: 0812

Schedule A

Mark	Jurisdiction	Status	App. No.	App Date	Reg. No.	Reg. Date	Owner
PEOPLESAFE	U.S. Federal	REGISTERED	77413123	04-MAR-2008	3511914	07-OCT-2008	SITE SAFE, LLC
PEOPLESAFE	U.S. Federal	REGISTERED	76185736	26-DEC-2000	2492712	25-SEP-2001	SITE SAFE, LLC
SITESAFE	U.S. Federal	REGISTERED	75500884	12-JUN-1998	2274170	31-AUG-1999	SITE SAFE, LLC
SITESAFE RF COMPLIANCE EXPERTS 	U.S. Federal	REGISTERED	86826004	19-NOV-2015	5131334	31-JAN-2017	SITE SAFE, LLC
SPECTRUMWATCH 	U.S. Federal	REGISTERED	78695548	18-AUG-2005	3431165	20-MAY-2008	SITE SAFE, LLC
ACI 	U.S. Federal	REGISTERED	77166668	26-APR-2007	3529772	11-NOV-2008	QUALTEK WIRELINE LLC
QUALTEK WIRELINE	U.S. Federal	REGISTERED	90776315	16-JUN-2021	6960085	24-JAN-2023	QUALTEK WIRELINE LLC
QUALTEK WIRELINE 	U.S. Federal	REGISTERED	90776317	16-JUN-2021	6960086	24-JAN-2023	QUALTEK WIRELINE LLC
QUALTEK WIRELESS 	U.S. Federal	REGISTERED	90776314	16-JUN-2021	6938891	03-JAN-2023	QUALTEK WIRELESS LLC
QUALTEK WIRELESS	U.S. Federal	REGISTERED	90776324	16-JUN-2021	6938892	03-JAN-2023	QUALTEK WIRELESS LLC
VELOCITEL	U.S. Federal	REGISTERED	78039013	12-DEC-2000	2859874	06-JUL-2004	QUALTEK WIRELESS LLC
QUALSAT, LLC	U.S. State	REGISTERED			44408600	29-JAN-2018	QUALTEK USA, LLC