

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Slic Network Solutions, Inc.		08/25/2023	Corporation: NEW YORK
TEO Communications, Inc.		08/25/2023	Corporation: NEW YORK
Westelcom Communications Inc.		08/25/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC, as Collateral Agent		
Street Address:	500 W. 5th Street, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97201956	CONNECTING COMMUNITIES TO THE WORLD	
Serial Number:	97201871	SLICFIBER	
Serial Number:	97201923	STUPID FAST	
Serial Number:	97201806	SLIC	
Serial Number:	77691186	TEO	
Serial Number:	78685009	CALL ALERT	
Serial Number:	78685117	LAN ALERT	
Serial Number:	78685125	PHONELINK	
Serial Number:	78685138	CALL LOCATOR	
Serial Number:	98027689	W	
Serial Number:	98027528	WESTELCOM	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		

CH \$290.00 97201956

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 08/25/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 25, 2023 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity , together with its successors and permitted assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of August 25, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **SDC ATLAS ACQUISITIONCO, LLC**, a Delaware limited liability company (the "Parent Borrower"), the other Borrowers from time to time party thereto, **SDC ATLAS INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), CERTAIN SUBSIDIARIES OF HOLDINGS party thereto from time to time, as Guarantors, the Lenders party thereto from time to time and **AB PRIVATE CREDIT INVESTORS LLC**, as Administrative Agent, and as Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Pledge and Security Agreement, dated as of August 25, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Grantors from time to time party thereto and the Collateral Agent, to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing Lien on the Collateral of such Grantor, as security for the payment and performance in full of all Secured Obligations; and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrowers under the Credit Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the payment and performance in full of all Secured Obligations, hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing Lien on, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Annex A attached hereto, including all of the goodwill of the business connected with the use of and symbolized by the foregoing and all extensions or renewals of any of the foregoing; and

(b) all products and Proceeds of the foregoing, including the right to sue for past, present and future infringement or dilution of any Trademark or for any injury to such goodwill and claims, damages and proceeds of suit.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2 attach to any Excluded Property, including any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark application or Trademark under applicable law.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Collateral Agent shall not assume any responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart thereof. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

Section 7. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. **SECTIONS 10.14 (CONSENT TO JURISDICTION) AND 10.15 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.**

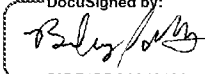
Section 8. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and the Collateral Agent shall promptly, at the reasonable request

and expense of the applicable Grantor, provide evidence of such termination. Upon the occurrence of the Termination Date (as defined in the Credit Agreement), upon the Borrowers' request, the Collateral Agent will promptly, at the sole expense of the Grantors, authorize the filing of appropriate termination statements and releases to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by the Grantors to evidence such termination and release.

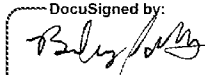
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

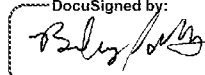
SLIC NETWORK SOLUTIONS, INC., as Grantor

DocuSigned by:

By: _____
Name: Bradley Pattelli
Title: Chief Executive Officer

TEO COMMUNICATIONS, INC., as Grantor

DocuSigned by:

By: _____
Name: Bradley Pattelli
Title: Chief Executive Officer

WESTELCOM COMMUNICATIONS INC., as Grantor

DocuSigned by:

By: _____
Name: Bradley Pattelli
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SLIC NETWORK SOLUTIONS, INC., as Grantor

By: _____
Name:
Title:

TEO COMMUNICATIONS, INC., as Grantor

By: _____
Name:
Title:

WESTELCOM COMMUNICATIONS INC., as Grantor

By: _____
Name:
Title:


ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

DocuSigned by:
By: Patrick Fear
Name: Patrick Fear
Title: Managing Director

ANNEX A

Trademark Registrations/Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
CONNECTING COMMUNITIES TO THE WORLD	97201956	1/04/22	6968345	1/31/23	Registered	SLIC Network Solutions, Inc.
SLICFiber	97201871	1/04/22	6968323	1/31/23	Registered	SLIC Network Solutions, Inc.
Stupid Fast	97201923	1/04/22	7034468	4/25/23	Registered	SLIC Network Solutions, Inc.
SLIC	97201806	1/04/22	6968315	1/31/23	Registered	SLIC Network Solutions, Inc.
TEO	77691186	3/14/09	3998620	7/19/11	Registered	TEO Communications Inc.
CALL ALERT	78685009	8/03/05	3153463	10/10/06	Registered	TEO Communications Inc.
LAN ALERT	78685117	8/03/05	3141576	9/12/06	Registered	TEO Communications Inc.
PHONELINK	78685125	8/03/05	3167888	11/07/06	Registered	TEO Communications Inc.
CALL LOCATOR	78685138	8/03/05	3113286	7/04/06	Registered	TEO Communications Inc.
	98027689	6/05/23	N/A	N/A	Pending	Westelcom Communications Inc.
WESTELCOM	98027528	6/05/23	N/A	N/A	Pending	Westelcom Communications Inc.