

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Epic IO Technologies, Inc.		09/13/2023	Corporation: DELAWARE
Intellisite, LLC		09/13/2023	Limited Liability Company: CALIFORNIA
Broad Sky Networks, LLC		09/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Midtown Madison Management LLC		
Street Address:	One Rockefeller Plaza, 32nd Floor		
Internal Address:	c/o Atalaya Capital Management LP		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	97771087	EPIC IO REMOTE VISION	
Serial Number:	97772426	EPIC IO REMOTE VISION	
Serial Number:	97756689	EPIC IO AURA	
Serial Number:	97756687	EPIC IO AURA	
Serial Number:	97756685	EPIC IO AURA	
Registration Number:	6849815	EPIC IO	
Registration Number:	6849730	EPIC IO	
Registration Number:	6849718	EPIC IO	
Registration Number:	6625235	INTELLISITE	
Registration Number:	5631021	BROAD SKY WE MAKE WIRELESS WORK	
Registration Number:	5631020	WE MAKE WIRELESS WORK	
Registration Number:	5631019	BROAD SKY NETWORKS	
Serial Number:	88268417	WIRELESS WINDOW	
CORRESPONDENCE DATA			

OP \$340.00 97771087

Fax Number:

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.

Phone: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	09/13/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13th day of September, 2023, by and between each Grantor listed on the signature pages hereof (each, a “Grantor”) and MIDTOWN MADISON MANAGEMENT LLC (“Midtown”) in its capacities as administrative agent and collateral agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 13, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among EPIC INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Parent”), EPIC IO TECHNOLOGIES, INC., a Delaware corporation (“Borrower”), the lenders party thereto from time to time as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and Agent the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are 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 each Grantor, among others, shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security 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, each 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Intellectual Property Licenses in respect of Trademarks to which it is a party including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License;

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks constituting Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS APPLY HERETO, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

EPIC IO TECHNOLOGIES, INC.

By: _____
Name: Kenneth J. Mills
Title: Chief Executive Officer

INTELLISITE, LLC

By: _____
Name: Kenneth J. Mills
Title: Chief Executive Officer

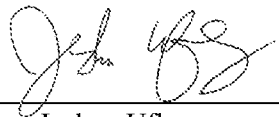
BROAD SKY NETWORKS, LLC

By: _____
Name: Kenneth J. Mills
Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**MIDTOWN MADISON MANAGEMENT
LLC**

By: 
Name: Joshua Ufberg
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Epic iO Technologies, Inc.	United States	EPIC IO REMOTE VISION	97771087	January 27, 2023
Epic iO Technologies, Inc.	United States	EIPC IO REMOTE VISION	97772426	January 30, 2023
Epic iO Technologies, Inc.	United States	EIPIC IO AURA	97756689	January 17, 2023
Epic iO Technologies, Inc.	United States	EPIC IO AURA	97756687	January 17, 2023
Epic iO Technologies, Inc.	United States	EPIC IO AURA	97756685	January 16, 2023
Epic iO Technologies, Inc.	United States	EPIC IO	90774646 / 6849815	June 15, 2021 / September 20, 2022
Epic iO Technologies, Inc.	United States	EPIC IO	90746290 / 6849730	June 1, 2021 / September 20, 2022
Epic iO Technologies, Inc.	United States	EPIC IO	90738951 / 6849718	May 27, 2021 / September 20, 2022
IntelliSite, LLC	United States	INTELLISITE	90238320 / 6625235	October 6, 2020 / January 25, 2022
Broad Sky Networks, LLC	United States	BROAD SKY WE MAKE WIRELESS WORK	87767505 / 5631021	January 23, 2018 / December 18, 2018
Broad Sky Networks, LLC	United States	WE MAKE WIRELESS WORK	87767465 / 5631020	January 23, 2018 / December 18, 2018

Broad Sky Networks, LLC	United States	BROAD SKY NETWORKS	87767443 / 5631019	January 23, 2018 / December 18, 2018
Broad Sky Networks, LLC	United States	WIRELESS WINDOW	88268417	January 18, 2019