

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERO BROADBAND, LLC		09/20/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	HANCOCK WHITNEY BANK, as administrative agent		
Street Address:	701 Poydras Street, Suite 1600		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70139		
Entity Type:	state chartered bank: MISSISSIPPI		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97351902	VERO BROADBAND	
Serial Number:	97352388	FORETHOUGHT.NET	
Serial Number:	97851556	VERO NETWORKS	
Serial Number:	97851593	SPEED YOU CAN BELIEVE IN	
Serial Number:	97788801	THE FIBER OF THE COMMUNITY	
Serial Number:	97859317	VERO NETWORKS	
Serial Number:	98057342	VERO FIBER	
Serial Number:	98057352	VERO FIBER	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	20815.501		

CH \$215.00 97351902

NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	09/26/2023
Total Attachments: 6 source=06. Trademark Security Agreement (Vero Broadband LLC) Executed#page1.tif source=06. Trademark Security Agreement (Vero Broadband LLC) Executed#page2.tif source=06. Trademark Security Agreement (Vero Broadband LLC) Executed#page3.tif source=06. Trademark Security Agreement (Vero Broadband LLC) Executed#page4.tif source=06. Trademark Security Agreement (Vero Broadband LLC) Executed#page5.tif source=06. Trademark Security Agreement (Vero Broadband LLC) Executed#page6.tif	

September 20, 2023

TRADEMARK SECURITY AGREEMENT

WHEREAS, VERO BROADBAND, LLC, a Colorado limited liability company ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and IP Licenses granted by such Grantor outside of the ordinary course of such Grantor's business, if any, which are listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of September 20, 2023 (as said agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, each other signatory party thereto, and HANCOCK WHITNEY BANK, as administrative agent for its benefit and the benefit of each of the other Secured Parties ("Administrative Agent"), Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and IP Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;
- (2) each IP License, if any, granted by such Grantor outside of the ordinary course of such Grantor's business referred to in Schedule 1 annexed hereto;
- (3) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (4) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (5) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the

right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in 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.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signatures On Following Page]

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

Acknowledged:

GRANTOR:

VERO BROADBAND, LLC,
a Colorado limited liability company

By: 

Name: Greg Strumberger

Title: Chief Legal Officer

ADMINISTRATIVE AGENT:

HANCOCK WHITNEY BANK,
as Administrative Agent

By: 



Name: Jeremy Jones

Title: Senior Vice President

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

Mark	Serial Application No.	Registration No.	Registered Owner
VERO BROADBAND	97351902		Vero Broadband, LLC
FORETHOUGHT.NET	97352388	7054693	Vero Broadband, LLC
VERO NETWORKS	97851556		Vero Broadband, LLC
SPEED YOU CAN BELIEVE IN	97851593		Vero Broadband, LLC

THE FIBER OF THE COMMUNITY	97788801		Vero Broadband, LLC
	97859317		Vero Broadband, LLC
	98057342		Vero Broadband, LLC
VERO FIBER	98057352		Vero Broadband, LLC