

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOBILE COMMUNICATIONS AMERICA, INC.		10/16/2023	Corporation: DELAWARE
KNIGHT SECURITY SYSTEMS, LLC		10/16/2023	Limited Liability Company: TEXAS
COMMUNICATIONS ELECTRONICS, INC.		10/16/2023	Corporation: MARYLAND
COOPERCRAFT COMMUNICATIONS, INC.		10/16/2023	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	CHURCHILL AGENCY SERVICES LLC		
Street Address:	430 PARK AVENUE, 14TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6881692	MOBILE COMMUNICATIONS AMERICA	
Registration Number:	6933628	MCCA	
Registration Number:	6933629	MCCA MOBILE COMMUNICATIONS AMERICA	
Registration Number:	6933630	MCCA MOBILE COMMUNICATIONS AMERICA	
Registration Number:	3533452	COMMUNICATIONS ELECTRONICS	
Registration Number:	5254563	COOPERCRAFT	
Serial Number:	97596753	SECUREPLAN	
CORRESPONDENCE DATA			
Fax Number:	6179269899		
<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:	617.526.9654		
Email:	ypan@proskauer.com		
Correspondent Name:	Andrew DeFalco		

CH \$190.00 6881692

Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 37226.017

NAME OF SUBMITTER: Andrew DeFalco

SIGNATURE: /Andrew DeFalco/

DATE SIGNED: 10/16/2023

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of October 16, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CHURCHILL AGENCY SERVICES LLC, as administrative agent and collateral agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, MCA INTERMEDIATE, INC., a Delaware corporation (“Holdings”), MOBILE COMMUNICATIONS AMERICA, INC., a Delaware corporation (the “Borrower”), the other Credit Parties from time to time party thereto, Agent and each Lender from time to time party thereto have entered into that certain Credit Agreement, dated as of October 16, 2023 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into that certain Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks including those for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or

contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement. The words “execution,” “signed,” “signature” and words of like import in this IP Security Agreement relating to the execution and delivery of this IP Security Agreement shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this IP Security Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this IP Security Agreement or any instrument or agreement required hereunder. This IP Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature Pages Follow]

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

**MOBILE COMMUNICATIONS AMERICA, INC.
KNIGHT SECURITY SYSTEMS, LLC
COMMUNICATIONS ELECTRONICS, INC.
COOPERCRAFT COMMUNICATIONS, INC.,**
each an Initial Grantor

By: 
Name: Kari Dixon
Title: Chief Financial Officer

CHURCHILL AGENCY SERVICES LLC
as Agent

By: 

Name: Mathew Linett

Title: Senior Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.	Registration Date or Application Date
KNIGHT SECURITY SYSTEMS, LLC	SECUREPLAN	97596753	19-SEP-2022
Mobile Communications America, Inc.	MOBILE COMMUNICATIONS AMERICA	6881692	18-OCT-2022
Mobile Communications America, Inc.	MCA	6933628	27-DEC-2022
Mobile Communications America, Inc.	MCA MOBILE COMMUNICATIONS AMERICA	6933629	27-DEC-2022
Mobile Communications America, Inc.	MCA MOBILE COMMUNICATIONS AMERICA	6933630	27-DEC-2022
Communications Electronics, Inc.	COMMUNICATIONS ELECTRONICS AND DESIGN	3533452	18-NOV-2008
Coopercraft Communications, Inc.	COOPERCRAFT	5254563	01-AUG-2017