

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM853713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KORE Wireless Group Inc.		11/09/2023	Corporation: DELAWARE
KORE Wireless Inc.		11/09/2023	Corporation: DELAWARE
Raco Wireless LLC		11/09/2023	Limited Liability Company: OHIO
Position Logic, LLC		11/09/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC		
Street Address:	1271 Avenue of the Americas		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5319834	KORE	
Registration Number:	5319835	KORE	
Registration Number:	3920952	KORE PRISMPRO	
Registration Number:	3486469	KORE TELEMATICS	
Registration Number:	6405388	CONNECTIVITYPRO	
Registration Number:	5972023	KORE	
Registration Number:	5972026	KORE	
Serial Number:	98008960	KORE OMNISIM	
Registration Number:	6405389	SECURITYPRO	
Registration Number:	4055630	PL POSITION LOGIC	
Registration Number:	3618729	POSITION LOGIC	
Registration Number:	5538018	OMEGA MANAGEMENT SUITE	
Registration Number:	5393824	OMEGA RICOCHET	
Registration Number:	4467154		

OP \$440.00 5319834

Property Type	Number	Word Mark
Registration Number:	4471623	ELECTRIC IMP
Registration Number:	6020714	SUPER SIM
Registration Number:	6020713	SUPER SIM

CORRESPONDENCE DATA

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:	11/15/2023

Total Attachments: 6
source=KORE (Refinancing) - Trademark Security Agreement Fully Executed#page1.tif
source=KORE (Refinancing) - Trademark Security Agreement Fully Executed#page2.tif
source=KORE (Refinancing) - Trademark Security Agreement Fully Executed#page3.tif
source=KORE (Refinancing) - Trademark Security Agreement Fully Executed#page4.tif
source=KORE (Refinancing) - Trademark Security Agreement Fully Executed#page5.tif
source=KORE (Refinancing) - Trademark Security Agreement Fully Executed#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated November 9, 2023, is made by each Person listed on the signature pages hereof (each, a “Grantor”) in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC (“WhiteHorse”), as administrative agent and collateral agent for the Secured Parties (together with its successors and permitted assigns, in such capacities, the “Collateral Agent”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement described below and the Security Agreement described below, as applicable.

WHEREAS, KORE WIRELESS GROUP INC., a Delaware corporation (the “Borrower”), solely with respect to Section 7.16, Section 8.01(as applicable), and Section 10.22, KORE GROUP HOLDINGS, INC., a Delaware corporation (“Kore Holdings”), MAPLE INTERMEDIATE HOLDINGS INC., a Delaware corporation (“Holdings”), Collateral Agent, and each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) have entered into a certain Credit Agreement, dated as of November 9, 2023, (the “Closing Date”) (as amended, restated, extended, replaced, refinanced, 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 and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into a 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 and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral 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 Trademark 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 the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same (in the case of Trademarks).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark 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 Trademark 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 Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto 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 for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark 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, the Collateral Agent with respect to the 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF STATE OF NEW YORK. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

KORE WIRELESS GROUP INC., as Grantor

DocuSigned by:
By: Paul Holtz
Name: Paul Holtz
Title: Executive Vice President, Chief
Financial Officer and Treasurer

KORE WIRELESS INC., as Grantor

DocuSigned by:
By: Paul Holtz
Name: Paul Holtz
Title: Executive Vice President, Chief
Financial Officer and Treasurer

RACO WIRELESS LLC, as Grantor

DocuSigned by:
By: Paul Holtz
Name: Paul Holtz
Title: Executive Vice President, Chief
Financial Officer and Treasurer

POSITION LOGIC, LLC, as Grantor

DocuSigned by:
By: Paul Holtz
Name: Paul Holtz
Title: Executive Vice President, Chief
Financial Officer and Treasurer

WHITEHORSE CAPITAL MANAGEMENT,
LLC,
as Collateral Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Stat	App. No.	App Date	Reg. No.	Reg. Date	Record Owner
KORE	REGISTERED	86575431	25-MAR-2015	5319834	31-OCT-2017	KORE WIRELESS GROUP INC.
KORE 	REGISTERED	86575432	25-MAR-2015	5319835	31-OCT-2017	KORE WIRELESS GROUP INC.
KORE PRISMPRO	REGISTERED	77890566	10-DEC-2009	3920952	15-FEB-2011	KORE WIRELESS GROUP INC.
KORE TELEMATICS	REGISTERED	78927853	12-JUL-2006	3486469	12-AUG-2008	KORE WIRELESS GROUP INC.
CONNECTIVITYPRO	REGISTERED	88655188	15-OCT-2019	6405388	29-JUN-2021	KORE WIRELESS INC.
KORE 	REGISTERED	88501740	05-JUL-2019	5972023	28-JAN-2020	KORE WIRELESS INC.
KORE 	REGISTERED	88501745	05-JUL-2019	5972026	28-JAN-2020	KORE WIRELESS INC.
KORE OMNISIM	PENDING	98008960	23-MAY-2023			KORE WIRELESS INC.
SECURITYPRO	REGISTERED	88655200	15-OCT-2019	6405389	29-JUN-2021	KORE WIRELESS INC.
PL POSITION LOGIC 	REGISTERED	85266311	14-MAR-2011	4055630	15-NOV-2011	POSITION LOGIC, LLC
POSITION LOGIC	REGISTERED	77548742	16-AUG-2008	3618729	12-MAY-2009	POSITION LOGIC, LLC
OMEGA MANAGEMENT SUITE	REGISTERED	86282083	15-MAY-2014	5538018	14-AUG-2018	RACO WIRELESS LLC
OMEGA RICOCHET	REGISTERED	86282090	15-MAY-2014	5393824	06-FEB-2018	RACO WIRELESS LLC
Electric Imp [LOGO]	REGISTERED	85626123	15-MAY-2012	4467154	14-JAN-2014	KORE WIRELESS GROUP INC. ¹
ELECTRIC IMP	REGISTERED	85617121	4-MAY-2012	4471623	21-JAN-2014	KORE WIRELESS GROUP INC. ²

¹ Current record owner is Twilio Inc. The Company has obtained assignments of ownership to such marks and has filed such assignments with the USPTO to update/reflect ownership.

² Current record owner is Twilio Inc. The Company has obtained assignments of ownership to such marks and has filed such assignments with the USPTO to update/reflect ownership.

Mark	Stat	App. No.	App. Date	Reg. No.	Reg. Date	Record Owner
SUPER SIM	REGISTERED	88175665	31-OCT-2018	6020714	24-MAR-2020	KORE WIRELESS GROUP INC. ³
SUPER SIM	REGISTERED	88175663	31-OCT-2018	6020713	24-MAR-2020	KORE WIRELESS GROUP INC. ⁴

³ Current record owner is Twilio Inc. The Company has obtained assignments of ownership to such marks and has filed such assignments with the USPTO to update/reflect ownership.

⁴ Current record owner is Twilio Inc. The Company has obtained assignments of ownership to such marks and has filed such assignments with the USPTO to update/reflect ownership.