

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM865337

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Message Broadcast, LLC		01/03/2024	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barings Finance LLC, as Administrative Agent		
<b>Street Address:</b>	300 SOUTH TRYON STREET, SUITE 2500		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5262602	MOBILERIGHT	
<b>Registration Number:</b>	3626506	MESSAGE BROADCAST	
<b>Registration Number:</b>	5399315	AERIALINK	
<b>Registration Number:</b>	5399316	AERIALINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	034632-31560		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	01/03/2024		
<b>Total Attachments: 5</b>			

CH \$115.00 5262602

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of January 3, 2024, is made by Message Broadcast, LLC, a California limited liability company (the “**Grantor**”), in favor of Barings Finance LLC, as the administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”). Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Security Agreement (as defined below).

**WHEREAS**, the Grantor is party to that certain Security Agreement dated as of January 3, 2024, by and among the Grantor, the other grantors party thereto and the Administrative Agent (the “**Security Agreement**”), pursuant to which the Grantor granted a security interest to the Administrative Agent in all of Grantor’s right, title and interest in and to the Collateral, including the Trademark Collateral (as defined below), and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

1. all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, domain names, trade styles and/or other source identifiers and all registrations and applications pertaining thereto (and any renewals thereof) (including the trademark registrations and applications set forth on Schedule A annexed hereto);
2. all goodwill symbolized by the Trademarks and associated therewith;
3. all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing; and
4. all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any of the Grantor’s rights or interests in any Excluded Property (but shall include all products, substitutions, replacements and Proceeds thereof to the extent not otherwise constituting Excluded Property).

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE**

WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (e.g., a “.pdf” or “.tif” file) shall be effective as delivery of a manually executed counterpart hereof. The words “execute”, “execution”, “signed”, “signature” and words of like import in or related to this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, 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.

[The remainder of this page is intentionally left blank.]

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

**MESSAGE BROADCAST, LLC**

A handwritten signature in dark ink, appearing to read "Joe Benavides", is written over a horizontal line.

By: \_\_\_\_\_

Name: Joe Benavides

Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008306 FRAME: 0500**

Accepted and Agreed:

**BARINGS FINANCE LLC,**

as the Administrative Agent


By: \_\_\_\_\_

Name: Mark Hindson

Title: Managing Director

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**US Trademark Registrations:**

<b>Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Message Broadcast, LLC	<b>mobileright</b>	5262602	08-AUG-2017
Message Broadcast, LLC	MESSAGE BROADCAST	3626506	26-MAY-2009
Message Broadcast, LLC <sup>1</sup>	<b>AERIALINK</b>	5399315	13-FEB-2018
Message Broadcast, LLC <sup>2</sup>		5399316	13-FEB-2018

**US Trademark Applications:**

<b>Owner</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>

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<sup>1</sup> Current owner of record is Aerialink, LLC.

<sup>2</sup> Current owner of record is Aerialink, LLC.