

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI48356

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GigSky, Inc.		02/23/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Highlands Advisory LLC		
<b>Street Address:</b>	PO Box 631		
<b>City:</b>	Garrison		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10524		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5041266	GIGSKY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>	(202)887-4000		
<b>Email:</b>	mbeyene@akingump.com,DC_IPDocketing@akingump.com		
<b>Correspondent Name:</b>	Mussie Beyene		
<b>Address Line 1:</b>	2001 K St NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	105804.0006		
<b>NAME OF SUBMITTER:</b>	MUSSIE BEYENE		
<b>SIGNATURE:</b>	MUSSIE BEYENE		
<b>DATE SIGNED:</b>	02/26/2024		
<b>Total Attachments: 11</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of February 23, 2024, is made by and between GigSky, Inc., a Delaware corporation (the “Grantor”), and Highlands Advisory LLC, a Delaware limited liability company, as collateral agent (in such capacity together with its permitted successors and assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is the owner of the IP Collateral (as defined below), which includes certain patents, copyrights, trademarks, domain names, and Trade Secrets as described in Exhibit A hereto which is made a part hereof;

WHEREAS, the Grantor is party to that certain Note Purchase, Security and Guaranty Agreement, dated as of even date herewith (as the same now exists or may hereafter be amended, restated, amended and restated, supplemented, extended, renewed, replaced, and/or otherwise modified from time to time, the “Note Purchase Agreement”; all capitalized terms used herein and not otherwise defined herein shall have the respective meaning ascribed to them in the Note Purchase Agreement) by and among the Grantor, the Guarantors from time to time party thereto, the Collateral Agent, UMB Bank, National Association, as note administrative agent, and the note purchasers from time to time party thereto (the “Note Purchasers”), pursuant to which the Issuer has agreed to sell, and the Note Purchasers have agreed to purchase, the Notes; and

WHEREAS, in order to induce the Note Purchasers to enter into the Note Purchase Agreement and to purchase the Notes pursuant thereto, the Grantor has agreed to grant to Collateral Agent, for itself and the benefit of the Note Purchasers and each other Secured Party, a security interest in the IP Collateral.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. GRANT OF SECURITY INTEREST

To secure the prompt payment and performance of the Obligations, the Grantor hereby grants to the Collateral Agent, for itself and the benefit of the Note Purchasers and each other Secured Party, a continuing security interest in all of its right, title and interest in and to the following, whether now owned or existing or hereafter acquired or arising (the following being collectively referred to herein as the “IP Collateral”):

(a) (i) all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature (all of the foregoing in this clause (a) being collectively referred to herein as the “Trademarks”);

(b) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, or in any similar office or agency of the United States any State thereof, any political subdivision thereof or in any other country; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing in this clause (b) being collectively referred to herein as the “Patents”);

(c) (i) all copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office, or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country; and (ii) all renewals of any of the foregoing (all of the foregoing in this clause (c) being collectively referred to herein as the “Copyrights”);

(d) all Trade Secrets and general intangibles including, but not limited to, those connected with the use of, or related to, any of the foregoing in subsections (a) through (c), including the goodwill of the business conducted with, and symbolized by any Trademark, Patent or Copyright, including, without limitation, all Trade Secrets, proprietary information, data, business processes and systems, customer lists and other records relating to the distribution of products or services bearing such Trademark, Patent, Copyright or other intellectual property designation and also including all general intangibles that are proprietary to the Grantor and not disclosed to the public including, but not limited to, all computer software, algorithms and/or source code, databases and information repositories, which shall include all data and information therein;

(e) all agreements, whether written or oral, providing for the grant to the Grantor of any right in any and all general intangibles, all Equity Interests of intellectual property holding companies and other securities involving the same, financial assets and investment property, all licensing contract rights or rights of payment of money on such contract rights, all accounts, all goodwill, chattel paper, all intellectual property litigation claims (whether now existing or hereafter arising), all intellectual property claim proceeds and all supporting obligations, all intellectual property documents, information, data and prototypes, all Trade Secrets (including, without limitation, formulas, standard operating procedures, process descriptions, mechanical designs, and electrical designs) deposit accounts that include revenues generated from fees, product sales and other revenues generated or covered by intellectual property, all goods and inventory protected by intellectual property, instruments, letters of credit and letter-of-credit rights, cash, certificates of deposit, insurance claims and proceeds related to intellectual property, and all security agreements;

(f) the right to sue for past, present and future infringements or misappropriations of the Grantor’s rights described in the foregoing clauses (a) through (e);

(g) any and all proceeds of any of the property described in the foregoing clauses (a) through (f), including damages and payments or claims by the Grantor against third parties for past or future misappropriation or infringement of any of the IP Collateral.

Notwithstanding anything to the contrary in this Agreement or any Other Documents, all references to “IP Collateral” and “Trademarks” exclude any intent-to-use (or similar) application for the registration of any trademark or service mark pursuant to Section 1(b) of the Lanham Act prior to the filing with, and acceptance by, the United States Patent and Trademark Office (or applicable Governmental Body) of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent that, and solely during the period in which, the grant of a security interest in such application may impair the validity or enforceability of, or render void or voidable, or result in the cancellation or voiding of, such intent-to-use application (or any trademark or service mark registration resulting therefrom) under Applicable Law.

To the extent the Grantor acquires any of the foregoing after the date hereof and prior to Payment in Full, the same shall constitute “IP Collateral” for all purposes and shall be subject to the security interest set forth herein.

2. OBLIGATIONS SECURED

The security interest in the IP Collateral granted by the Grantor to the Collateral Agent, for itself and the benefit of the Note Purchasers and the other Secured Parties, pursuant to this Agreement and the terms of the Note Purchase Agreement shall secure the payment and performance of the Obligations.

3. PERFECTION

The Grantor shall, at the Grantor’s expense, promptly perform all acts and execute all documents necessary to evidence, perfect, maintain, record or enforce the security interest in the IP Collateral granted hereunder. The Collateral Agent is hereby authorized to file (to the extent that the Grantor has not already made such filings) this Agreement, or supplements or amendments thereto, executed by the Grantor with the United States Patent and Trademark Office or the United States Copyright Office, or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, as applicable, the European Union Intellectual Property Office and one or more Uniform Commercial Code financing statements (or similar documents) with respect to the IP Collateral.

4. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, the Collateral Agent shall have the rights and remedies that may be exercised pursuant to Article XI of the Note Purchase Agreement.

5. INCORPORATION OF NOTE PURCHASE AGREEMENT AND OTHER DOCUMENTS

This Agreement is being executed and delivered by the Grantor for the purpose of granting to the Collateral Agent, for the benefit of the Secured Parties the security interest in the IP Collateral set forth herein, and to confirm and register such grant with the United States Patent and Trademark Office, the United States Copyright Office, the European Union Intellectual Property Office and any other governmental entities and/or agencies in states that register and confirm such

a security interest. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Secured Parties under the Note Purchase Agreement and the Other Documents. All provisions of the Note Purchase Agreement and the Other Documents applicable to the IP Collateral shall also apply to the IP Collateral. In the event of a conflict between this Agreement and the Note Purchase Agreement or any Other Documents, the terms of this Agreement shall control with respect to the IP Collateral and the Note Purchase Agreement or such Other Documents, as applicable, with respect to all other matters.

6. GOVERNING LAW; JURY WAIVER; COUNTERPARTS

This Agreement, and all matters relating hereto or thereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with all applicable laws of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by or against the Grantor with respect to any of the Obligations, this Agreement, or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, the Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. The Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to the Grantor at its address set forth in the Note Purchase Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of the Collateral Agent to bring proceedings against the Grantor in the courts of any other jurisdiction. The Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The Grantor waives the right to remove any judicial proceeding brought against the Grantor in any state court to any federal court. Any judicial proceeding by the Grantor against the Collateral Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in the District Court of New York County, New York, or in the United States District Court for the Southern District of New York.

The provisions contained in Section 12.3 (Jury Waiver) and Section 14.13 (Counterparts; Facsimile Signatures) of the Note Purchase Agreement are incorporated herein by this reference, mutatis mutandis.

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**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and year first above written.

**GRANTOR:**

**GIGSKY, INC.**,  
a Delaware corporation

By:   
Name: Ravi Rishy-Maharaj  
Title: President and CEO

COLLATERAL AGENT:

HIGHLANDS ADVISORY LLC,  
a Delaware limited liability company

By: 

Name: Peter Hardigan

Title: Managing Member



**EXHIBIT A**

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Registered Trademarks

Owner Name	Image	Application Number	Application Date	Registration Number	Registration Date	Status
GigSky, Inc.	GIGSKY	85301340	April 21, 2011	5041266	September 13, 2016	Registered

2. Trademark Applications

None.

3. Registered Trademarks and Pending Trademark Applications Licensed

None.

4. Domain Names

Domain Name	Registrar	Country	Notes
Gigsky.com		USA	

5. Registered Copyrights

None.

6. Pending Copyright Applications

None.

7. Registered Copyrights and Pending Copyright Applications Licensed

None.

8. Registered and Pending Patents

Owner	Title	Application No.	App. Date	Patent No.	Issued Date	Status	Jurisdiction
GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR IMPLEMENTING A TRUSTED SUBSCRIPTION MANAGEMENT PLATFORM	16/718074	12/17/2019	11606685	03/14/2023	Patented	United States
GigSky, Inc.	APPARATUSES, METHODS, AND SYSTEMS FOR CONFIGURING A TRUSTED JAVA CARD VIRTUAL MACHINE USING BIOMETRIC INFORMATION	16/235778	12/28/2018	11172352	11/09/2021	Patented	United States
GigSky, Inc.	GLOBAL E-MARKETPLACE FOR MOBILE SERVICES	14/171720	02/03/2014	9913211	03/06/2018	Patented	United States
GigSky, Inc.	DEVICES AND SYSTEMS THAT OBTAIN AND MANAGE SUBSCRIPTIONS FOR ACCESSING WIRELESS NETWORKS ON AN AD HOC BASIS AND METHODS OF USE	13/479091	05/23/2012	8849249	09/30/2014	Patented	United States
GigSky, Inc.	SYSTEMS AND METHODS FOR REUSING A SUBSCRIBER IDENTITY MODULE FOR MULTIPLE NETWORKS	13/480343	05/24/2012	9173093	10/27/2015	Patented	United States
GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR INTERFACING WITH A TRUSTED SUBSCRIPTION MANAGEMENT PLATFORM	14/856974	09/17/2015	9949111	04/17/2018	Patented	United States
GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR IMPLEMENTING A TRUSTED SUBSCRIPTION MANAGEMENT PLATFORM	14/856991	09/17/2015	10075841	09/11/2018	Patented	United States

GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR IMPLEMENTING A SYSTEM-ON-CHIP WITH INTEGRATED REPROGRAMMABLE CELLULAR NETWORK CONNECTIVITY	16/386211	04/16/2019	11051160	06/29/2021	Patented	United States
GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR VIRTUALIZING A REPROGRAMMABLE UNIVERSAL INTEGRATED CIRCUIT CHIP	15/040,425	02/10/2016	9485252	11/01/2016	Patented	United States
GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR IMPLEMENTING A SYSTEM-ON-CHIP WITH INTEGRATED REPROGRAMMABLE CELLULAR NETWORK CONNECTIVITY	16/706140	12/06/2019	11039301	06/15/2021	Patented	United States
GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR IMPLEMENTING A SYSTEM-ON-CHIP WITH INTEGRATED REPROGRAMMABLE CELLULAR NETWORK CONNECTIVITY	14/934310	11/06/2015	10278062	04/30/2019	Patented	United States
GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR CONFIGURING A TRUSTED JAVA CARD VIRTUAL MACHINE USING BIOMETRIC INFORMATION	15/040410	02/10/2016	9860740	01/02/2018	Patented	United States
GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR CONFIGURING A TRUSTED JAVA CARD VIRTUAL MACHINE USING BIOMETRIC INFORMATION	15/838611	12/12/2017	10206097	02/12/2019	Patented	United States
GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR IMPLEMENTING A TRUSTED SUBSCRIPTION MANAGEMENT PLATFORM	16/124136	09/06/2018	10516990	12/24/2019	Patented	United States

GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR VIRTUALIZING A REPROGRAMMABLE UNIVERSAL INTEGRATED CIRCUIT CHIP	15/283491	10/03/2016	10631160	04/21/2020	Patented	United States
GigSky, Inc.	APPARATUSES, METHODS AND SYSTEMS FOR VIRTUALIZING A REPROGRAMMABLE UNIVERSAL INTEGRATED CIRCUIT CHIP	16/842801	04/08/2020			Published	United States
GigSky, Inc. <sup>1</sup>	APPARATUSES, METHODS AND SYSTEMS FOR INTERFACING WITH A TRUSTED SUBSCRIPTION MANAGEMENT PLATFORM	EP15839070	09/17/2015	EP3228104	08/26/2020	Patented	European Patent Office
GigSky, Inc. <sup>2</sup>	COMMUNICATION WITH PLURALITY OF CELLULAR NETWORKS USING CELLULAR MODEM AND VIRTUAL SUBSCRIBER IDENTITY MODULES STORED IN SOFTWARE-BASED EMBEDDED UNIVERSAL INTEGRATED CIRCUIT CARD (EUICC)	EP3257281	11/06/2015			Published	European Patent Office

<sup>1</sup> Patent to be assigned from Simless Inc. to GigSky.

<sup>2</sup> Patent to be assigned from Simless Inc. to GigSky.

GigSky, Inc. <sup>3</sup>	APPARATUSES, METHODS AND SYSTEMS FOR VIRTUALIZING A REPROGRAMMABLE UNIVERSAL INTEGRATED CIRCUIT CHIP	EP16705304	02/10/2016				Published	European Patent Office
GigSky, Inc. <sup>4</sup>	APPARATUSES, METHODS AND SYSTEMS FOR VIRTUALIZING A REPROGRAMMABLE UNIVERSAL INTEGRATED CIRCUIT CHIP	CN201680041546	02/10/2016				Published	China

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<sup>3</sup> Patent to be assigned from Simless Inc. to GigSky.

<sup>4</sup> Patent to be assigned from Simless Inc. to GigSky.