

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM162369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAK Broadband, LLC		02/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	TRUIST BANK, as Collateral Agent		
Street Address:	303 Peachtree Center Ave., Fifth Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5604465	TAK COMMUNICATIONS, INC.	
Registration Number:	5604464	TAK COMMUNICATIONS, INC.	
Registration Number:	5604463	WHATEVER IT TAKES	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	(704)331-1000		
Email:	pto_tmconfirmation@mvalaw.com,maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	John Slaughter		
Address Line 1:	Moore & Van Allen PLLC		
Address Line 2:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	046455.000147		
NAME OF SUBMITTER:	Mary Zaldivar		
SIGNATURE:	Mary Zaldivar		
DATE SIGNED:	02/29/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 29, 2024, made by the undersigned grantor (the "Grantor"), in favor of Truist Bank, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security and Pledge Agreement dated as of February 29, 2024, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral of the Grantor or in which the Grantor has any rights:

(a) Marks of the Grantor listed on Schedule I attached hereto (other than "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until an "Amendment to Allege Use" or a "Statement of Use" under Section 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO, and other Excluded Collateral);

(b) all goodwill associated with such Marks; and

(c) all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document

to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral 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; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Pages Follow]

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

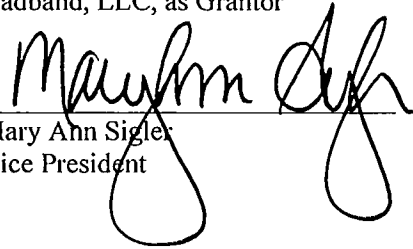
Very truly yours,

TAK Broadband, LLC, as Grantor

By:

Name: Mary Ann Sigler

Title: Vice President

A handwritten signature in black ink, appearing to read "Mary Ann Sigler", written over a horizontal line. The signature is stylized and cursive.

MAS

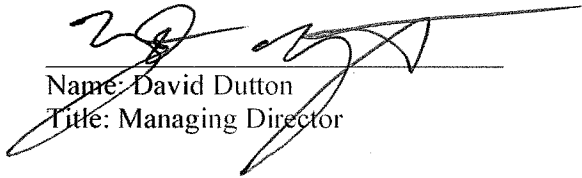
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008358 FRAME: 0177

Accepted and Agreed:

TRUIST BANK, as Collateral Agent

By:



Name: David Dutton
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

Mark	Reg. No.	Reg. Date
TAK COMMUNICATIONS, INC. and Design	5604465	11/13/2018
TAK COMMUNICATIONS, INC.	5604464	11/13/2018
WHATEVER IT TAKES	5604463	11/13/2018