

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J5 INFRASTRUCTURE PARTNERS LLC		12/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITALA PRIVATE ADVISORS, LLC, as Agent		
Street Address:	4201 Congress Street		
Internal Address:	Suite 360		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5205777	J5 INFRASTRUCTURE PARTNERS	
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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	044821.000008		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	12/23/2019		
Total Attachments: 5			
source=TSA from J5 Infrastructure Partners LLC to Capitala Private Advisors, LLC, as Agent#page1.tif			
source=TSA from J5 Infrastructure Partners LLC to Capitala Private Advisors, LLC, as Agent#page2.tif			

OP \$40.00 5205777

source=TSA from J5 Infrastructure Partners LLC to Capitala Private Advisors, LLC, as Agent#page3.tif
source=TSA from J5 Infrastructure Partners LLC to Capitala Private Advisors, LLC, as Agent#page4.tif
source=TSA from J5 Infrastructure Partners LLC to Capitala Private Advisors, LLC, as Agent#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 20th day of December, 2020, by **J5 Infrastructure Partners LLC**, a Delaware limited liability company (“**Grantor**”), in favor of Capitala Private Advisors, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the Lenders identified therein are parties to that certain Credit Agreement dated as of December 20, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of December 20, 2019, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and Proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark owned by Grantor listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii) all products and Proceeds of the forgoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark owned by Grantor, or (b) injury to the goodwill associated with any Trademark owned by Grantor.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United

States Patent and Trademark Office to register Trademarks or service marks on the basis of any Grantor's "intent to use" such Trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. At such time as the Obligations have been Paid in Full, the security interest granted hereby shall automatically terminate hereunder and of record. Upon any such termination the Grantee shall, at Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

J5 INFRASTRUCTURE PARTNERS LLC

By: 


Name: John Barker

Title: President and Chief Executive Officer

[Signature page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Above Written:

CAPITALA PRIVATE ADVISORS, LLC,
as Agent

By: 
Name: Joseph B. Alala III
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006824 FRAME: 0664

SCHEDULE 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
J5 Infrastructure Partners LLC	J5 INFRASTRUCTURE PARTNERS	5205777	05/16/17