# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM572863

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Date Entity Type	
SpeedCast Limited		04/20/2020	Corporation: HONG KONG	

# **RECEIVING PARTY DATA**

Name:	Credit Suisse AG, Cayman Islands Branch, as Security Trustee		
Street Address:	One Madison Avenue		
Internal Address:	Attn: Didier Siffer		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5740510	SPEEDCAST MEDIA NETWORK

# CORRESPONDENCE DATA

Fax Number: 2127352000

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.

212-735-2811 Phone:

Email: mribando@skadden.com

Skadden, Arps, Slate, Meagher & Flom LLP **Correspondent Name:** 

Address Line 1: One Manhattan West Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	217730/2822
NAME OF SUBMITTER:	William J. Casey
SIGNATURE:	/William J. Casey/
DATE SIGNED:	04/21/2020

# **Total Attachments: 5**

source=Speedcast - IP Security Agreement Supplement (Speedcast Limited)#page1.tif source=Speedcast - IP Security Agreement Supplement (Speedcast Limited)#page2.tif source=Speedcast - IP Security Agreement Supplement (Speedcast Limited)#page3.tif

source=Speedcast - IP Security Agreement Supplement (Speedcast Limited)#page4.tif source=Speedcast - IP Security Agreement Supplement (Speedcast Limited)#page5.tif

#### SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

**SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 20, 2020 (this "**Agreement**"), between SpeedCast Limited, a company incorporated under the laws of Hong Kong with its registered office at 2405-08 Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong and company registration number 0687568 (the "**Grantor**"), and Credit Suisse AG, Cayman Islands Branch, as Security Trustee for the Secured Parties (in such capacity, the "**Security Trustee**").

#### **RECITALS**

- (A) SpeedCast International Limited (ACN 600 699 241), a company organized under the laws of Australia and registered in Victoria, Australia (the "Company"), the financial institutions party thereto as lenders, Credit Suisse AG, Cayman Islands Branch, acting as administrative agent, security trustee and Collateral Agent, amongst others, are parties to a Syndicated Facility Agreement, dated as of May 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Facility Agreement").
- (B) The Grantor is party to an Intellectual Property Security Agreement, dated as of May 15, 2018, in favor of the Security Trustee (the "Existing IP Security Agreement", as supplemented by this Agreement, and as it may from time to time be further amended, restated, supplemented or otherwise modified in accordance with its terms, the "IP Security Agreement"), pursuant to which the Grantor is required to deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Facility Agreement and the IP Security Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Existing IP Security Agreement and used herein have the meaning given to them in the Existing IP Security Agreement.

#### Section 2 Grant of Security Interest in the Supplemental Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of all Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Security Trustee, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under the Supplemental Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"Supplemental Intellectual Property Collateral" means the Grantor's right, title and interest in, to and under:

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

#### Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

## Section 4 IP Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Trustee pursuant to the Existing IP Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest granted by it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Existing IP Security Agreement. The Grantor represents and warrants that Schedule I hereto accurately and completely sets forth all information required pursuant to the Existing IP Security Agreement and hereby agrees that the information set forth in Schedule I hereto will constitute part of the schedules to the IP Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Existing IP Security Agreement are incorporated by reference herein.

# Section 5 Governing Law

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

### Section 6 Counterparts; Effectiveness

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 signature page to this Agreement by facsimile or other electronic transmission, including by .PDF file, shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be duly executed and delivered by respective officers or representatives thereunto duly authorized as of the date first written above.

**GRANTOR:** 

SPEEDCAST LIMITED

Name: Dominic Gyngell

Title: Director

# **ACCEPTED AND AGREED BY:**

Credit Suisse AG, Cayman Islands Branch,

as Security Trustee

Bv:

Name: Didier S. Siffer Title: Managing Director

Bv:

Name: Megan Kane Title: Managing Director

[Signature Page to Supplemental Intellectual Property Security Agreement]

# SCHEDULE I TO THE SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS

# **TRADEMARKS**

Grantor	Title	Reg. No. or Appln. No.	Date
SpeedCast Limited	SPEEDCAST MEDIA NETWORK	5740510	August 7, 2017
		(US – Class 38)	April 30, 2019

1877227.01A-NYCSR03A - MSW

**RECORDED: 04/21/2020**