

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velocity, A Managed Services Company, Inc. f/k/a Velocity The Greatest Phone Company Ever, Inc.		10/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	27777 Franklin Road, Suite 1900		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	National Banking Association: RHODE ISLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87575819	CONTENT ON DEMAND	
Serial Number:	87576864	ENTERTAINMENT ON DEMAND	
Registration Number:	5662446	BRING YOUR OWN CONTENT	
CORRESPONDENCE DATA			
Fax Number:	2485677423		
<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:	2485677400		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	Erin Morgan Klug		
Address Line 1:	39500 High Pointe Blvd., Suite 350		
Address Line 4:	Novi, MICHIGAN 48375		
NAME OF SUBMITTER:	Erin Morgan Klug		
SIGNATURE:	/Erin Morgan Klug/		
DATE SIGNED:	10/21/2020		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2020 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among **VELOCITY, A MANAGED SERVICES COMPANY, INC.**, a Delaware corporation (formerly known as Velocity The Greatest Phone Company Ever, Inc.) (the "Borrower"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries") and together with the Borrower, the "Grantors") and **CITIZENS BANK, N.A.** (the "Lender").

Reference is made to (a) the Credit Agreement, dated as of May 7, 2019 among the Borrower and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of May 7, 2019, by and among the Grantors party thereto and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender (and its successors and assigns), a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

LENDER:

CITIZENS BANK, N.A.

By: Kristina M. Malcolm
Kristina M. Malcolm
Title: Senior Vice President

GRANTORS:

VELOCITY, A MANAGED SERVICES COMPANY, INC.
(formerly known as Velocity The Greatest Phone Company Ever, Inc.),
a Delaware corporation

DocuSigned by:
By: Greg Kiley
Gregory Kiley
Title: President and CEO

GLOBAL GATEWAY EXCHANGE HOLDINGS, LLC,
an Ohio limited liability company

DocuSigned by:
By: Greg Kiley
Gregory Kiley
Title: Authorized Representative

GLOBAL GATEWAY EXCHANGE, LLC,
an Ohio limited liability company

DocuSigned by:
By: Greg Kiley
Gregory Kiley
Title: Authorized Representative

SCHEDULE I

TRADEMARKS

Mark	Serial/Registration No.	Filing Date	Status	Current Owner
CONTENT ON DEMAND	87/575,819	8/19/2017	Abandoned 5/30/2018	Velocity The Greatest Phone Company Ever, Inc.
ENTERTAINMENT ON DEMAND	87/576,864	8/21/2017	Abandoned 6/5/2018	Velocity The Greatest Phone Company Ever, Inc.
BRING YOUR OWN CONTENT	5,662,446	1/22/2019	Registered	Velocity The Greatest Phone Company Ever, Inc.

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RECORDED: 10/21/2020

TRADEMARK
REEL: 007081 FRAME: 0594