

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVCTECHNOLOGIES USA INC.		12/01/2020	Corporation: DELAWARE
Kandy Communications LLC,		12/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	1717 Main Street, 4th Floor		
Internal Address:	MC 6533		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5055120	KANDY	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	3134-1976		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	07/13/2021		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of December 1, 2020, is made by AVC TECHNOLOGIES USA INC., a Delaware corporation (“AVCT”), and Kandy Communications LLC, a Delaware limited liability company (“KC”, together with AVCT, the “Grantor”), in favor of Comerica Bank (the “Secured Party”).

WHEREAS, Stratos Management Systems, Inc. and American Virtual Cloud Technologies, Inc. (collectively, the “Borrowers”) and the Secured Party have entered into a Credit Agreement dated as of December 18, 2017 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, Grantor executed a Guaranty dated as of the date hereof in favor of Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”).

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. **Secured Party may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties.** Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy, emailed portable document format (“pdf”), or tagged image file format (“tiff”) or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this IP Security Agreement. Any party sending an executed counterpart of a signature page to this IP Security Agreement by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to Secured Party within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

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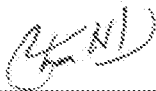
IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTOR:

AVCTECHNOLOGIES USA INC.

By: 
Thomas H. King
Chief Financial Officer

KANDY COMMUNICATIONS LLC

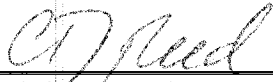
By: 
Thomas H. King
Treasurer and Secretary

Address for Notices:

5355 W. Sam Houston Parkway N., Suite 390
Houston, Texas 77041

SECURED PARTY:

COMERICA BANK

By: 
Chris D. Reed
Vice President

Address for Notices:

1717 Main Street, 4th Floor
MC 6533
Dallas, Texas 75201

SCHEDULE A

PATENTS

TITLE	COUNTRY	OWNER	Application/Patent No.	Filing/Issuance Date
Web Application Configuration Management	United States of America	AVCtechnologies USA Inc.	US10,805,419	10/13/2020
Automated Agent for a Web Communication Feature	United States of America	AVCtechnologies USA Inc.	15/679,294	8/17/2017
Devices And Methods Providing A Centrally Managed Web Communication Feature	United States of America	AVCtechnologies USA Inc.	15/645,653	7/10/2017
Online transaction authorization via a mobile device application	United States of America	AVCtechnologies USA Inc.	15/000,086	1/19/2016
Communication Server and Method for Selective Use of Real Time Communication Features	United States of America	AVCtechnologies USA Inc.	US10,805,376	10/13/2020
Communication Server and Method for Selective Use of Real Time Communication Features	United States of America	AVCtechnologies USA Inc.	US10,805,403	10/13/2020
Systems, Methods, and Computer Program Products for token-Based Session Setup in Telecommunication Services	United States of America	AVCtechnologies USA Inc.	US10,798,757	10/06/2020
Media Playback Synchronization Across Multiple Clients	United States of America	AVCtechnologies USA Inc.	14/800,453	7/15/2015
Centrally Provided Interactive Call Menu For A Call Structure	United States of America	AVCtechnologies USA Inc.	US10165122	12/25/2018
Methods, Systems, And Computer Readable Media For Managing Multiple Personas Within End User Applications	United States of America	AVCtechnologies USA Inc.	US10009313 B2	6/26/2018

SCHEDULE B

TRADEMARKS

TRADEMARK	COUNTRY	OWNER	Application/Registration No.	Filing/Registration Date
KANDY (and design)	Canada	AVCtechnologies USA Inc.	1851731	Aug-9-2017
KANDY in Chinese Characters (Class 42)	China	AVCtechnologies USA Inc.	29719579	Jan-14-2019
KANDY (with design)	India	AVCtechnologies USA Inc.	3200080	Mar-1-2016
KANDY (with design)	India	AVCtechnologies USA Inc.	3200079	Mar-1-2016
KANDY (with design)	India	AVCtechnologies USA Inc.	3200078	Mar-1-2016
KANDY (word mark)	India	AVCtechnologies USA Inc.	3200076	Mar-1-2016
KANDY (word mark)	India	AVCtechnologies USA Inc.	3200077	Mar-1-2016
KANDY (word mark)	India	AVCtechnologies USA Inc.	3200075	Mar-1-2016
KANDY (with design)	United States of America	AVCtechnologies USA Inc.	5055120	Oct-4-2016

SCHEDULE C

COPYRIGHTS

None.