

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpheus Communications, LLC		04/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACQUIOM AGENCY SERVICES LLC		
Street Address:	150 South Fifth Street,		
Internal Address:	Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3017584	ALPHEUS	
Registration Number:	3606528	ALPHEUS	
Registration Number:	3027694	ALPHEUS	
Registration Number:	3606529	ALPHEUS	
Registration Number:	4438554	ALPHEUS COMMUNICATIONS	
Registration Number:	3160447	METROLOCITY	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	32839.24		
NAME OF SUBMITTER:	Juliana Gaines		
SIGNATURE:	/Juliana Gaines/		

CH \$165.00 3017584

DATE SIGNED:	04/27/2022
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Total Attachments: 5

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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of April 27, 2022, made by Alpheus Communications, LLC, a Delaware limited liability company (the “Grantor”), in favor of ACQUIOM AGENCY SERVICES LLC, as Collateral Agent (the “Agent”) for the Lenders that are parties to the Second Lien Credit Agreement, dated as of April 27, 2022, among Logix Holding Company, LLC (the “Borrower”), LOGIX Acquisition Company, LLC, the Lenders and Acquiom Agency Services LLC, as Administrative Agent and Collateral Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and the other parties thereto have executed and delivered a Second Lien Security Agreement, dated as of April 27, 2022, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without limitation those Trademarks set forth on Schedule I hereto and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as

stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALPHEUS COMMUNICATIONS, LLC

By: *Craig Collins*
Name: Craig Collins
Title: Chief Executive Officer

ACQUIOM AGENCY SERVICES LLC,
as Agent

By: Veronica Colón
Name: Veronica Colón
Title: Senior Director

[Signature Page to TM Security Grant – Alpheus Communications, LLC]

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ALPHEUS	78445413	07/02/2004	3017584	11/22/2005
ALPHEUS	77124932	03/07/2007	3606528	04/14/2009
ALPHEUS	78467244	08/13/2004	3027694	12/13/2005
ALPHEUS	77124936	03/07/2007	3606529	04/14/2009
ALPHEUS COMMUNICATIONS	85732495	09/19/2012	4438554	11/26/2013
METROLOCITY	78546451	01/12/2005	3160447	10/17/2006

Trademark Applications

None.