

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777588

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Interest Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilmington Trust, National Association		12/30/2022	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Toronto Dominion (Texas) LLC		
<b>Street Address:</b>	77 King Street		
<b>Internal Address:</b>	TD North Tower, 26th Floor		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3890957	NITEL USA	
<b>Registration Number:</b>	3890955	NITEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	714.668.6200		
<b>Email:</b>	johnkline@paulhastings.com		
<b>Correspondent Name:</b>	John Kline		
<b>Address Line 1:</b>	695 Town Center Drive		
<b>Address Line 2:</b>	Seventeenth Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	John Kline		
<b>SIGNATURE:</b>	/s/ John Kline		
<b>DATE SIGNED:</b>	12/30/2022		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT**

This **TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of December 30, 2022, by and between **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as the collateral agent (the "Original Agent") and **TORONTO DOMINION (TEXAS) LLC**, in its capacity as the successor collateral agent ("Successor Agent").

**WHEREAS**, Original Agent is a party to that certain Trademark Security Agreement (the "Trademark Security Agreement"; terms capitalized but not defined herein shall have the meaning assigned to such term therein) entered into as of December 28, 2021 with Network Innovations, LLC (the "Grantor"), and such Trademark Security Agreement is recorded at Reel/Frame: 7544/0044;

**WHEREAS**, pursuant to the Trademark Security Agreement, Original Agent was granted, for the benefit of the Secured Creditors, a security interest in the Grantors' Trademarks (as defined in the Security Agreement), including the trademarks listed on Schedule A attached hereto;

**WHEREAS**, pursuant to that certain Successor Agent Agreement dated of even date herewith, Original Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

**WHEREAS**, Original Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

**IN CONSIDERATION** of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

**Assignment**

(a) Original Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Original Agent under the Trademark Security Agreement, including Original Agent's security interest in the Grantor's Trademarks.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Original Agent under the Trademark Security Agreement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Original Agent under the Trademark Security Agreement shall be terminated.

(c) The Original Agent further agrees, at the Grantor's request, to (i) execute all documents as may be reasonably requested in writing by the Successor Agent to transfer the rights and privileges of the Original Agent under the Trademark Security Agreement to the Successor Agent; and (ii) execute and deliver to Successor Agent or Grantor such additional documents and shall provide such additional information as Successor Agent or Borrowers may reasonably request in writing to carry out the terms of this Agreement.

### **Miscellaneous**

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**


(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

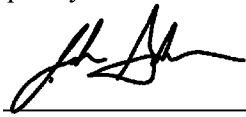
*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
in its capacity as the Original Agent

By:   
Name: Annmarie Warren  
Title: Assistant Vice President

**TORONTO DOMINION (TEXAS) LLC,**  
in its capacity as the Successor Agent

By:   
Name: John Glotzbecker  
Title: Authorized Signatory

[Signature Page to Trademark Security Interest Assignment Agreement]

**SCHEDULE A**

United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
NITEL USA	Registered	77793393	3890957	12/14/2010	Network Innovations, LLC
NITEL	Registered	77792790	3890955	12/14/2010	Network Innovations, LLC