

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI113804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G100 NETWORK LLC		03/22/2024	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Company Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	300 SOUTH TRYON STREET, SUITE 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4165620	G100	
Registration Number:	2882372	G100	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	(214)981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	034632-30760		
NAME OF SUBMITTER:	CHARNELLE CLARK		
SIGNATURE:	CHARNELLE CLARK		
DATE SIGNED:	03/22/2024		
Total Attachments: 5			
source=World 50 - Trademark Security Agreement (G100 Network LLC) (Executed) 4894-2094-7888 1#page1.tif			
source=World 50 - Trademark Security Agreement (G100 Network LLC) (Executed) 4894-2094-7888 1#page2.tif			

CH \$65.00.00 85287963

source=World 50 - Trademark Security Agreement (G100 Network LLC) (Executed) 4894-2094-7888 1#page3.tif
source=World 50 - Trademark Security Agreement (G100 Network LLC) (Executed) 4894-2094-7888 1#page4.tif
source=World 50 - Trademark Security Agreement (G100 Network LLC) (Executed) 4894-2094-7888 1#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 22, 2024, (the “Trademark Security Agreement”) by G100 NETWORK LLC (the “Grantor”), in favor of BARINGS FINANCE LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of March 22, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among W50 INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (“Holdings”), W50 HOLDINGS, LLC, a Delaware limited liability company (the “Borrower”), the other Guarantors party thereto from time to time and BARINGS FINANCE LLC, as Administrative Agent and Swing Line Lender, and each lender from time to time party thereto (collectively, the “Lenders”);

WHEREAS, the Grantor is a party to a Security Agreement dated as of March 22, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

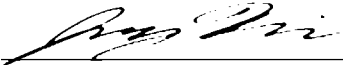
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

G100 NETWORK LLC

By: Ken Davis
Name: Ken Davis
Title: Chief Executive Officer

BARINGS FINANCE LLC, as Administrative Agent

By: 
Name: Jeremy Henrich
Title: Managing Director

Schedule I
Trademark Registrations and Use Applications

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
G100 Network LLC	4,165,620	G100
G100 Network LLC	2,882,372	G100

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
N/A	N/A	N/A