

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5179977

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TSC ACQUISITION CORPORATION	02/22/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EAST WEST BANK	
<b>Street Address:</b>	135 N. LOS ROBLES AVENUE	
<b>City:</b>	PASADENA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	91001	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9332132
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(404)853-8806	
<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>		
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<b>ATTORNEY DOCKET NUMBER:</b>	35304-0007	
<b>NAME OF SUBMITTER:</b>	SIDNEY SIMMS JR.	
<b>SIGNATURE:</b>	/Sidney Simms Jr./	
<b>DATE SIGNED:</b>	10/09/2018	
<b>Total Attachments: 6</b>		
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## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 22nd day of February, 2018, by and between TSC Acquisition Corporation, a Delaware corporation ("Grantor"), and EAST WEST BANK, as agent for Lenders (as defined below) ("Bank").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of February 22, 2018, by and among TruConnect Communications, Inc., a Delaware corporation (together with Grantor, the "Borrowers" and each, individually, a "Borrower"), Grantor, Sage Telecom, Inc., a Texas corporation, the financial institutions party thereto from time to time (the "Lenders") and Bank (as amended, modified, restated and supplemented from time to time, the "Credit Agreement"), Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

#### **1. DEFINED TERMS.**

(a) All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) (i) "Patents" shall mean, collectively, Grantor's letters patent, whether under the Laws of the United States or any other country or jurisdiction, all recordings and registrations thereof and applications therefor, including the inventions described therein, all reissues, continuations, divisions, renewals, extensions, or continuations-in-part thereof.

(ii) "Patent Intellectual Property License" shall mean any agreement (A) under which Grantor grants to any other Person any right to make, use or sell any invention covered by a Patent that is owned by Grantor or which Grantor otherwise has the right to license to any other Person, or (B) granting to Grantor any right to make, use or sell any invention covered by a Patent owned by any other Person, and all rights of Grantor under any such agreement (other than the right to use an invention covered by a patent conveyed upon purchase of such invention under the exhaustion doctrine). For purposes of this definition, "covered by a Patent" shall mean that without a valid license under such Patent a Person making, using or selling such invention would otherwise be infringing such Patent.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Obligations, a continuing

security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Patent Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secure the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving Grantor.

4. CREDIT AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new patent rights. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Bank unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank’s continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed

counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

TSC ACQUISITION CORPORATION, a Delaware corporation

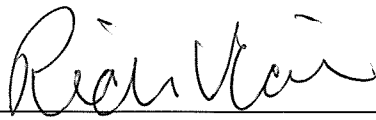
By: 

Name: Matthew Johnson

Title: Co-Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

EAST WEST BANK, a national banking corporation

By:   
Name: Richard Vian  
Title: Senior Vice President

[Patent Security Agreement – TSC Acquisition Corporation]

**PATENT**  
**REEL: 047109 FRAME: 0870**

**SCHEDULE I**

**to**

**PATENT SECURITY AGREEMENT**

**Patents**

<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Application No./Patent No.</b>	<b>Filing Date/Issue Date</b>
TSC Acquisition Corporation	USA	System and method for reclaiming obligated network resources	14/693,639 / 9332132	04/22/2015 / 05/03/2016