

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

AirTyme Communications, LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation  
 Limited Liability Company

Citizenship: NY

Execution Date(s) June 12, 2015

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Yes

Additional names, addresses, or citizenship attached?

No

Name: Israel Discount Bank of New York

Internal Address:

Street Address: 551 Fifth Avenue

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No

(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)**

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved: 3**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

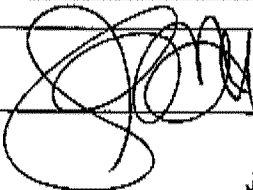
a. Credit Card                      Last 4 Numbers 0974

Expiration Date 6/17

b. Deposit Account Number

Authorized User Name:

**9. Signature:**



Signature

Joanne Bl. Arnold  
Name of Person Signing

June 12, 2015

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 4304403

Trademark Security Agreement

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

I. Trademark Registrations/Applications

<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
United States of America	AirTyme Communications	4304403	4/19/2013
United States of America	Tyming is Everything	4304402	4/19/2013
United States of America	AIRTYME	4110376	3/6/2012

II. Trade Names

None

III. Common Law Trademarks

None

IV. Trademarks Not Currently In Use

None

V. Trademark Licenses

None

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made on June 12, 2015, by and among AIRTYME COMMUNICATIONS, LLC, a New York limited liability company ("Grantor"), and ISRAEL DISCOUNT BANK OF NEW YORK, as agent for the benefit of itself and the Lenders ("Agent").

### WITNESSETH:

WHEREAS, Agent and Lenders (as defined in the Credit Agreement) have entered or are about to enter into a senior secured credit facility with Reliance Communications, LLC, as borrower ("Borrower") pursuant to which Lenders may make loans and provide other financial accommodations to Borrower as set forth in the Credit and Security Agreement, dated of even date herewith, between Borrower, Lenders, and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, Agent and Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, this Trademark 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. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of itself and the Lenders, to secure the Obligations, a continuing security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill

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associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Security for Obligations. This Trademark 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code involving any Grantor.

4. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for its benefit and the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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 Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. Authorization to Supplement. Grantor shall give Agent not less than five (5) Business Days' prior written notice before filing any additional application for registration of any Trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of any Grantor under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK

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SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature page to follow on next page]

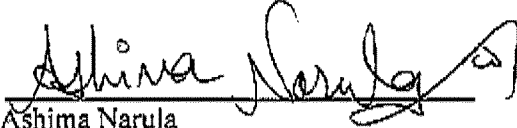
3607261.2

**TRADEMARK**  
**REEL: 005580 FRAME: 0929**

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

GRANTOR:

AIRTYME COMMUNICATIONS, LLC

By:   
Ashima Narula  
Manager

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:  
ISRAEL DISCOUNT BANK OF NEW YORK

By: \_\_\_\_\_  
Richard Miller  
Senior Vice President

By: \_\_\_\_\_  
Dionne S. Rice  
First Vice President

Trademark Security Agreement

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GRANTOR:

AIRTYME COMMUNICATIONS, LLC

By: \_\_\_\_\_  
Ashima Narula  
Manager

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ISRAEL DISCOUNT BANK OF NEW YORK

By: Richard Miller  
Richard Miller  
Senior Vice President

By: Dionne S. Rice  
Dionne S. Rice  
First Vice President

Trademark Security Agreement