

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	ORBIC	4638247	11/4/2014
United States of America	Orbic	86-109,348	In process.
United States of America	Orbic Air	86-265,776	In process.
United States of America	Quintex Wireless	3485521	8/12/2008
United States of America	WIRELESS COOKIES	86-486,323	In process.
United States of America	WIRELESS COOKIES (India)	2892866	In process.
United States of America	Orbic	86-551,665	In process.

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 RELIANCE COMMUNICATIONS, LLC, a New Jersey 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

3607261.2

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

3607261.2

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: 005584 FRAME: 0204

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:

Reliance Communications, LLC

By: 

Parveen 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

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:

Reliance Communications, LLC

By: _____
Parveen 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