

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microspace Communications Corporation		05/14/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1528759	MICROSPACE	
Registration Number:	2461906	VELOCITY	
Registration Number:	5257626	VELOCITY DATABRIDGE	
Registration Number:	2526867	VELOCITY FILE FORWARD	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
	<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:	3127816013		
Email:	chicago.trademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	Kathryn Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	2812418-220		
NAME OF SUBMITTER:	Kathryn Starshak		
SIGNATURE:	/kathryn starshak/		
DATE SIGNED:	05/15/2018		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this “Agreement”) dated as of May 14, 2018 by and between Microspace Communications Corporation, a North Carolina corporation (the “Grantor”), having its chief executive office at 2619 Western Boulevard, Raleigh, North Carolina 27606, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the “Administrative Agent”), with offices at 1525 West W.T. Harris Blvd., Charlotte, NC 28262, for the ratable benefit of the banks and other financial institutions (the “Lenders”) from time to time parties to the Third Amended and Restated Credit Agreement, dated as the date hereof, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, the other Borrower’s signatory thereto (together with Grantor, the “Borrowers”), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of the Third Amended and Restated Collateral Agreement dated as of the date hereof by and among the Borrowers and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

MICROSPACE COMMUNICATIONS CORPORATION, as Grantor

By: [Signature]
Name: Daniel P. McGrath
Title: Vice President

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Wake

I, Vernessa L. Hoffmann, a Notary Public for said County and State, do hereby certify that Daniel P. McGrath personally appeared before me this day and stated that (s)he is Vice President of Microspace Communications Corporation and acknowledged, on behalf of Microspace Communications Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 14th day of May, 2018

[Signature]
Notary Public

My commission expires:

October 30 2018

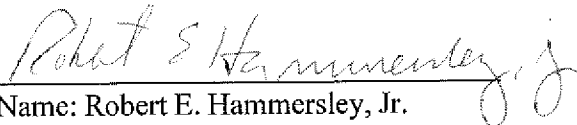


[Signature Pages Continue]

Signature Page to Trademark Security Agreement (Microspace Communications Corporation)

Agreed and Accepted as of the
date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Robert E. Hammersley, Jr.
Title: Senior Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

Owner: MICROSPACE COMMUNICATIONS CORPORATION			
Mark	Country / State	Appl. Number/ Filing Date	Reg. Number/ Reg. Date
MICROSPACE	US	73/736,569 6/24/1988	1,528,759 3/7/1989
VELOCITY*	US	74/736,934 9/29/1995	2,461,906 6/19/2001
VELOCITY DATABRIDGE	US	87/083,308 6/24/2016	5,257,626 8/1/2017
VELOCITY FILE FORWARD*	US	76/023,424 4/12/2000	2,526,867 1/8/2002

* Subject to Confidential Settlement Agreement, Including Mutual General Release and Co-Existence Agreement dated March 9, 2011 between Microspace Communications Corporation and Velocity International Inc.

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.