

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquto Corporation		05/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners, LLC, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5073508	MOBILE DATA AS CURRENCY	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.6717		
Email:	juan.arias@weil.com		
Correspondent Name:	Natalie Hellio		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Natalie Hellio-71620.0119		
NAME OF SUBMITTER:	Natalie Hellio		
SIGNATURE:	/Natalie Hellio/		
DATE SIGNED:	05/14/2018		
Total Attachments: 5			
source=Mavenir - Trademark Security Agreement - Aquto (Executed)_WEIL_96552834_1#page1.tif			
source=Mavenir - Trademark Security Agreement - Aquto (Executed)_WEIL_96552834_1#page2.tif			
source=Mavenir - Trademark Security Agreement - Aquto (Executed)_WEIL_96552834_1#page3.tif			
source=Mavenir - Trademark Security Agreement - Aquto (Executed)_WEIL_96552834_1#page4.tif			

CH \$40.00 5073508

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of May 8, 2018, is made by Aquato Corporation, a Delaware corporation (the "Grantor"), in favor of Goldman Sachs Lending Partners LLC, as Collateral Agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement described below).

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 8, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Mavenir Private Holdings II Ltd, a private limited liability company incorporated under the laws of England and Wales, Mavenir Systems, Inc., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or Persons from time to time party thereto as lenders (collectively, the "Lenders"), Goldman Sachs Lending Partners LLC, as administrative agent and as collateral agent, and the other parties from time to time party thereto. Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 8, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower (and in the case of the Specified Hedge Agreements and Cash Management Documents, the Group Members) pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on all of the right, title and interest of such Grantor in all of the Trademarks included in the Collateral (including those items listed on Schedule A hereto) now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

SECTION 5. Recordation. The Grantor authorizes the Agent to file this Agreement with the United States Patent and Trademark Office (and any successor office and any similar office in any United States state or other country) for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor, and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.


SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile (or other electronic) transmission (including by electronic mail as a “.pdf” or “.tif” attachment) shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7. Miscellaneous. Section 8.11 (Governing Law) of the Guaranty and Collateral Agreement is incorporated herein by reference, except that references to this “Agreement” will mean this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

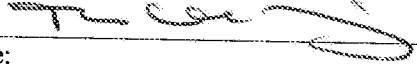
AQUTO CORPORATION,
as a Grantor

By:  _____
Name: Roy S. Luria
Title: Secretary

[Signature Page to Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 006374 FRAME: 0079

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: 
Name:
Title: Thomas M. Manning
Authorized Signatory

[Signature Page to Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 006374 FRAME: 0080

SCHEDULE A

Trademark Registrations and Applications

Country	Mark	Class	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner Name
USA	MOBILE DATA AS CURRENCY	42	Registered	85846619 Feb 11, 2013	5073508 Nov 1, 2016	Aquto Corporation