

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600815

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		09/15/2020	Banking Corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	Black Diamond Commercial Finance, L.L.C.
Street Address:	One Sound Shore Drive, Suite 200
Internal Address:	Attn: Raymond Szymanski
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	5740510	SPEEDCAST MEDIA NETWORK
Registration Number:	2678546	SPEEDCAST
Serial Number:	87480895	SPEEDCAST THE CRITICAL COMMUNICATIONS CO
Serial Number:	87587381	GO4SPEED
Registration Number:	2455640	AXSYS
Registration Number:	2373449	CES2001
Registration Number:	2189758	CTF 2001
Registration Number:	3510333	GLOBECOMM
Registration Number:	2676336	GSI
Registration Number:	2676334	GSI
Registration Number:	4827392	NIMBUS
Registration Number:	2695797	SE@COMM
Registration Number:	2713526	SE@COMM
Registration Number:	4325264	SE@FLEX
Registration Number:	3113355	SKYBORNE
Registration Number:	3113813	SPYGLASS CMS
Registration Number:	2792870	TELAURUS

CH \$590.00 5740510

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2751371	TELAURUS COMMUNICATIONS
Registration Number:	4250432	TEMPO
Registration Number:	4218235	TOMCAT
Registration Number:	3860383	CACHENDO TAKING IT HIGHER
Registration Number:	5315345	THE SMARTEST CONNECTIVITY. ANYONE TO ANY
Serial Number:	87754133	CONNECTING ANYONE TO ANYTHING, ANYWHERE.

CORRESPONDENCE DATA

Fax Number: 4155911400

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.

Phone: 4155911000

Email: achan@winston.com

Correspondent Name: Becky L. Troutman, Esq.

Address Line 1: 101 California St.

Address Line 2: Winston & Strawn LLP

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 012223.00012

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/

DATE SIGNED: 10/02/2020

Total Attachments: 9

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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Agreement”), dated as of September 15, 2020 (the “Effective Date”), is by and between CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“Resigning Agent”), in its capacity as (i) Security Trustee (as defined below) under that certain U.S. Intellectual Property Security Agreement, dated as of May 15, 2018, by and between Resigning Agent and SpeedCast International Limited, an Australian company with Australian Company Number 600 699 241 (“SpeedCast International”), which was recorded at the United States Patent and Trademark Office (the “USPTO”) on January 16, 2019 at Reel/Frame 048038/0421, (ii) Security Trustee under that certain U.S. Intellectual Property Security Agreement, dated as of May 15, 2018, by and between Resigning Agent and SpeedCast Limited, a company incorporated under the laws of Hong Kong with its registered office at 2405-08 Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong and company registration number 0687568 (“SpeedCast Limited”), which was recorded at the USPTO on January 16, 2019 at Reel/Frame 6527/0567, (iii) Collateral Agent (as defined below) under that certain Intellectual Property Security Agreement, dated as of December 14, 2018, by and among Resigning Agent, Globecomm Systems, Inc., a Delaware corporation (“Globecomm Systems”) Globecomm Services Maryland LLC, a Delaware limited liability company (“Globecomm Services”) and Telaurus Communications LLC, a Delaware limited liability company (“Telaurus,” and together with Globecomm Services, Globecomm Systems, SpeedCast Limited and SpeedCast International, each a “Grantor” and together, the “Grantors”), which was recorded at the USPTO on January 11, 2019 at Reel/Frame 6523/0061 and 047975/0825 and (iv) Security Trustee under that certain Supplemental Intellectual Property Security Agreement, dated as of April 20, 2020 between Resigning Agent and SpeedCast Limited (each as amended and in effect from time to time, collectively, the “Security Agreements”) and BLACK DIAMOND COMMERCIAL FINANCE L.L.C. (“New Agent”), in its capacity as Security Trustee or Collateral Agent, as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Syndicated Facility Agreement, dated as of May 15, 2018, by and among SpeedCast Limited, certain Subsidiaries of SpeedCast Limited, the Lenders and Issuing Banks party thereto and the Resigning Agent, acting as administrative agent (in such capacity, the “Administrative Agent”), as collateral agent (in such capacity, the “Collateral Agent”) and as security trustee (in such capacity, the “Security Trustee”) (as amended, restated, supplemented or otherwise modified, the “Loan Agreement”; all capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Loan Agreement), the Grantors, as applicable, executed the Security Agreements in favor of Resigning Agent.

WHEREAS, pursuant to (i) that certain Agent Resignation Letter dated as of July 24, 2020, from the Resigning Agent to SpeedCast International and (ii) that certain Notice of Agent Appointment Letter dated as of July 31, 2020, from the New Agent and the Required Lenders to SpeedCast International, the Resigning Agent has resigned and been discharged from all of its duties and obligations under the Loan Agreement, and, effective as of July 31, 2020 (the “Appointment Date”) the New Agent has been appointed as Administrative Agent, Collateral Agent and Security Trustee under the Loan Agreement, vested with all of the rights, remedies, title and interests as Administrative Agent, Collateral Agent and Security Trustee under the Security Agreements, including, without limitation, all liens and other security interests granted to Resigning Agent by the Grantors in its capacity as the Security Trustee or Collateral Agent, as applicable, and to the Intellectual Property Collateral (as defined in each Security Agreement) (“Security Interest”), and New Agent is now the “Security Trustee” or “Collateral Agent”, as applicable, under and as defined in each Security Agreement;

WHEREAS, the Security Interest assigned includes, without limitation, a lien on and security interest in and to the trademark registrations and applications set forth on Schedule 1 (the “Trademarks”) and the patents set forth on Schedule 2 (the “Patents”).

WHEREAS, the Security Interest, as previously held by Resigning Agent, has been recorded in the United States Patent and Trademark Office with respect to the Trademarks and the Patents pursuant to each Security Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment of Security Interest in Intellectual Property.

1.1 Agency Transition Agreement. The parties hereto acknowledge and agree that this Agreement has been entered into pursuant to and in conjunction with the Agency Transition Agreement, dated as of August 4, 2020, by and between Resigning Agent and New Agent (the “Agency Transition Agreement”), with respect to the Loan Agreement, which is hereby incorporated by reference herein. The provisions of the Agency Transition Agreement shall supersede and control over any conflicting or inconsistent provision herein.

1.2 Assigned Security Interest. The parties hereto acknowledge and agree that, effective as of the Appointment Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Resigning Agent automatically assigned to the New Agent, in its capacity as Security Trustee and Collateral Agent, as applicable, and the New Agent automatically assumed, for its benefit and the benefit of the Lenders, all liens and other security interests granted under the Security Agreements to the Resigning Agent by the Grantors in its capacity as Security Trustee or Collateral Agent, as applicable, in, to and under the Intellectual Property Collateral (as defined in each Security Agreement), including, without limitation, the Trademarks and Patents (collectively, the “Assigned Security Interest”), in each case without representation, warranty or recourse. The parties hereto acknowledge and agree that, as of the Appointment Date, all the rights, powers, privileges, obligations, responsibilities and duties as the Collateral Agent and Security Trustee, as applicable, under the Security Agreements automatically vested (and, to the extent they have not, hereby vest) with and in the New Agent in accordance with the terms of the Loan Agreement and the Security Agreements.

1.3 Authorization. Effective as of the Effective Date, and solely with respect to such instances where Resigning Agent’s authorization therefor is required, Resigning Agent hereby authorizes New Agent to file, register and/or record this Agreement with the United States Patent and Trademark Office and any other similar office for which filing, registration or recordation is reasonably necessary to effect and/or evidence the assignment of the Assigned Security Interest from Resigning Agent to New Agent.

2. Effectiveness of Agreement: Miscellaneous.

2.1 Headings. Section, subsection and other headings used in this Agreement are for convenience only and shall not limit or otherwise affect the meaning of this Agreement.

2.2 Severability. Section 9.12 of the Loan Agreement is hereby incorporated by reference, mutatis mutandis.

2.3 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the parties hereto.

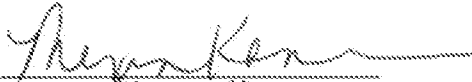
2.4 GOVERNING LAW. THE PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

2.5 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile electronic transmission or by email transmission of a pdf (or similar) file format document shall be as effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or any agreement entered into in connection herewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Each of the parties hereto represents and warrants to the other party that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Resigning Agent

By: 
Name: Megan Kane
Title: Authorized Signatory

By: 
Name: Didier Siffer
Title: Authorized Signatory

[Signature Page to Assignment of Intellectual Property Security Agreement]

TRADEMARK
REEL: 007067 FRAME: 0290

BLACK DIAMOND COMMERCIAL FINANCE
L.L.C., as New Agent

By: Raymond Szymanski
Name: Raymond Szymanski
Title: Authorized Signatory

[Signature Page to Assignment of Intellectual Property Security Agreement]

TRADEMARK
REEL: 007067 FRAME: 0291

Schedule 1

Trademarks

Owner	Mark	Reg. No. or App. No.	Effective Date
SpeedCast Limited	SPEEDCAST MEDIA NETWORK	5740510 (US – Class 38)	April 30, 2019
SpeedCast Limited	SPEEDCAST	2678546 (US – Class 38)	January 21, 2003
SpeedCast Limited	 speedcast	87480895 (US - Class 9,35,37,38,42)	June 8, 2017 (Filing date)
SpeedCast Limited	GO4SPEED	87587381 (US – Class 9, 35, 38, 42)	August 29, 2017 (Filing date)
SpeedCast Limited	SPEEDCAST MEDIA NETWORK	5740510	April 30, 2019
Globecomm Systems Inc.	AXSYS	2455640	05/29/2001
Globecomm Systems Inc.	CES2001	2373449	08/01/2000
Globecomm Systems Inc.	CTF 2001	2189758	09/15/1998
Globecomm Systems Inc.	GLOBECOMM	3510333	10/07/2008
Globecomm Systems Inc.	GSI	2676336	01/21/2003
Globecomm Systems Inc.	GSI (Stylized)	2676334	01/21/2003
Globecomm Systems Inc.	NIMBUS	4827392	10/06/2015
Telaurus Communications LLC	SE@COMM	2695797	03/11/2003
Telaurus Communications LLC	SE@COMM & DESIGN	2713526	05/06/2003

Telaurus Communications LLC	SE@FLEX	4325264	04/23/2013
Globecomm Systems Inc.	SKYBORNE	3113355	07/11/2006
Globecomm Systems Inc.	SPYGLASS CMS	3113813	07/11/2006
Telaurus Communications LLC	TELAURUS (Stylized) & DESIGN	2792870	12/09/2003
Telaurus Communications LLC	TELAURUS COMMUNICATIONS	2751371	08/12/2013
Globecomm Systems Inc.	TEMPO ENTERPRISE MEDIA PLATFORM (Stylized)	4250432	11/27/2012
Globecomm Systems Inc.	TOMCAT	4218235	10/02/2010
Globecomm Systems Inc.	CACHENDO TAKING IT HIGHER & DESIGN	3860383	10/12/2010
Globecomm Systems Inc.	THE SMARTEST CONNECTIVITY. ANYONE TO ANYTHING, ANYWHERE	5315345	10/24/2017
Globecomm Systems Inc.	CONNECTING ANYONE TO ANYTHING, ANYWHERE	87754133	01/12/2018

Schedule 2

Patents

Country or Region	Application No.	Publication No	Application Filing Date	Patent No.	Owner
US	13/435266	US 2013-0260671 A1	March 30, 2012	8,768,242	Speedcast International Limited
US	14/608790	US 2016-0226152 A1	January 29, 2015	9,859,621	Speedcast International Limited
US	14/625085	US 2016-0226153 A1	February 18, 2015	9,685,712	Speedcast International Limited
US	14/627421	US 2016-0226136 A1	February 20, 2015	9,893,417	Speedcast International Limited
US	14/706294	US 2016-0226150 A1	March 7, 2015	Pending	Speedcast International Limited
US	14/706331	US 2016-0226151 A1	May 7, 2015	Pending	Speedcast International Limited
US	11/832510 Prov. 60/835611	2008-0031157/	August 4, 2006	7,684,354	Speedcast International Limited

Grantor	Title	Reg. No. or Appln. No.	Date
Globecomm Systems Inc.	MONITOR AND CONTROL SYSTEM FOR SATELLITE COMMUNICATION NETWORKS AND THE LIKE	6,535,716	Filed 06/15/99 Issued 03/18/03
Globecomm Systems Inc.	TECHNIQUES FOR IMPLEMENTING TELEPHONIC, FAX, AND/OR DATA COMMUNICATIONS USING INTERNET PROTOCOLS AND SATELLITE LINKS	7,103,017	Filed 01/30/01 Issued 09/05/06
Globecomm Systems Inc.	DISTRIBUTED SATELLITE BASED COMMUNICATIONS NETWORK AND METHOD OF PROVIDING INTERACTIVE COMMUNICATIONS SERVICES USING THE SAME	9148216	Filed 07/23/04 Issued 09/29/15
Globecomm Systems Inc.	MEDIA CONTROL SYSTEM, PLATFORM AND METHOD	13/421,831	Filed 03/15/12
Globecomm Services Maryland LLC	DISH ANTENNA KIT INCLUDING ALIGNMENT TOOL AND METHOD OF USE THEREOF	7,138,957	Filed 06/02/2005 Issued 11/21/2006
Globecomm Services Maryland LLC	DISH ANTENNA KIT INCLUDING ALIGNMENT TOOL AND METHOD OF USE THEREOF	7,050,015	Filed 08/11/2003 Issued 05/23/2006
Globecomm Systems Inc.	ARTICLE, INTEGRATED DEVICE, APPARATUS AND METHOD FOR MOUNTING A SATELLITE FEED STRUCTURE TO AN ANTENNA REFLECTOR UNIT	9,812,761	Filed 01/06/2015 Issued 11/07/2017