

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605201

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (ABL)
<b>RESUBMIT DOCUMENT ID:</b>	900576030

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brightstar Corp.		10/22/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC BANK NATIONAL ASSOCIATION, AS ABL COLLATERAL AGENT
<b>Street Address:</b>	500 First Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	86405152	ACCESSIFI
Serial Number:	86405123	ACCESSIFI
Serial Number:	86563863	ACCESSIFI BY BRIGHTSTAR FINANCIAL SOLUTI
Serial Number:	86486358	AT THE CENTER OF THE WIRELESS ECOSYSTEM
Serial Number:	86164967	BRIGHTSTAR
Serial Number:	86346839	BRIGHTSTAR
Serial Number:	86593867	BRIGHTSTAR FOUNDATION SERVING COMMUNITIE
Serial Number:	86593872	
Serial Number:	86366433	GADGET GUARDIAN
Serial Number:	86319092	HEDNOISE
Serial Number:	86482352	KEY
Serial Number:	86826941	MLS MOBILE LEASING SOLUTIONS
Serial Number:	86561664	SPACE THE INFINITY OF THINGS
Serial Number:	86561668	THE INFINITY OF THINGS
Serial Number:	87677738	BRIGHTSTAR ECHO
Serial Number:	87923189	BRIGHTSTAR FLEX \$
Serial Number:	87677737	BRIGHTSTAR GEAR
Serial Number:	87597521	BRIGHTSTAR HALO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87619519	BRIGHTSTAR LOGIC
Registration Number:	5731293	BRIGHTSTAR MOBILELIFE

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864  
*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:** 2129061209  
**Email:** JESSICA.BAJADA-SILVA@LW.COM  
**Correspondent Name:** LATHAM & WATKINS LLP, C/O JESSICA BAJADA  
**Address Line 1:** 885 THIRD AVE  
**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	038507-0936
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
<b>DATE SIGNED:</b>	10/27/2020

**Total Attachments: 6**

- source=Project Replay - Trademark Security Agreement [Executed](118379264.1)#page1.tif
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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Brightstar Corp., a Delaware corporation (the “Grantor”), hereby assigns, pledges and grants to PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent (the “Grantee”), a security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (collectively, the “Marks”) set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to the Grantor’s use of the Marks, (iii) all reissues, continuations, extensions and renewals of the Marks and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the Marks, including damages, claims and payments for past, present or future infringements or dilutions of the Marks, (v) all rights corresponding to the Marks throughout the world, (vi) all the goodwill of the business with which the Marks are associated and (vii) rights to sue for past, present and future infringements or dilutions of the Marks or other injuries thereto.

✓ THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the ABL Pledge and Security Agreement dated as of October 22, 2020, among the Grantor, the other grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Pledge and Security Agreement”).

This Grant has been granted in conjunction with the security interest assigned, pledged and granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. Any capitalized term not defined herein shall have the meaning ascribed to such term, directly or by reference, in the Pledge and Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the Liens granted to the Collateral Agent pursuant to this Grant and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Grant or any other Collateral Document, the terms of the ABL Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Collateral Agent acknowledges and agrees that the Grantor shall not be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the ABL Intercreditor Agreement.

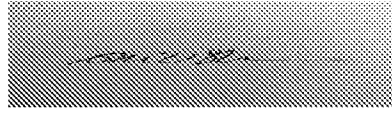
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

**BRIGHTSTAR CORP.,**  
as a Grantor

By:   
Name: Jack Negro  
Title: Chief Financial Officer and Treasurer

**PNC BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent



By: \_\_\_\_\_

Name: Sara V. Traberman

Title: Senior Vice President

<b>Mark</b>	<b>App. Date</b>	<b>App./Serial No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Owner</b>
<b>ACCESSIFI - Stylized</b>	2014.09.24	86405152	2016.03.29	4928380	Brightstar Corp.
<b>ACCESSIFI</b>	2014.09.24	86405123	2016.03.29	4928379	Brightstar Corp.
<b>ACCESSIFI BY BRIGHTSTAR FINANCIAL SOLUTIONS - Stylized</b>	2015.03.13	86563863	2015.10.06	4827124	Brightstar Corp.
<b>AT THE CENTER OF THE WIRELESS ECOSYSTEM</b>	2014.12.19	86486358	2016.03.29	4928681	Brightstar Corp.
<b>Brightstar - Design - Orange Color</b>	2014.01.14	86164967	2015.12.29	4878044	Brightstar Corp.
<b>Brightstar - Design - Orange Color</b>	2014.07.24	86346839	2016.03.15	4916585	Brightstar Corp.
<b>BRIGHTSTAR FOUNDATION SERVING COMMUNITIES - Full Stylized</b>	2015.03.31	86593867	2018.07.31	5530558	Brightstar Corp.
<b>- Heart Only - Stylized</b>	2015.04.10	86593872	2018.07.31	5530559	Brightstar Corp.
<b>BRIGHTSTAR MOBILELIFE</b>	2018.03.15	87853806	April 23, 2019	5731293	Brightstar Corp.

<b>Mark</b>	<b>App. Date</b>	<b>App./Serial No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Owner</b>
<b>GADGET GUARDIAN (Standard Characters)</b>	2014.08.14	86366433	2015.11.03	4847248	Brightstar Corp.
<b>HEDNOISE - Stylized</b>	2014.06.24	86319092	2015.08.25	4797985	Brightstar Corp.
<b>KEY - Word - Stylized</b>	2014.12.16	86482352	2016.11.22	5,087,187	Brightstar Corp.
<b>MLS MOBILE LEASING SOLUTIONS - Stylized</b>	2015.11.20	86826941	2016.09.20	5044174	Brightstar Corp.
<b>SPACE THE INFINITY OF THINGS - Stylized</b>	2015.03.12	86561664	2016.10.04	5055411	Brightstar Corp.
<b>THE INFINITY OF THINGS - Standard Characters</b>	2015.03.12	86561668	2016.05.17	4961368	Brightstar Corp.
<b>BRIGHTSTAR ECHO - Stylized</b>	2017.11.09	87677738	2018.11.06	5598896	Brightstar Corp.
<b>BRIGHTSTAR FLEX - Stylized</b>	2018.05.16	87923189	2019.01.22	5659919	Brightstar Corp.
<b>BRIGHTSTAR GEAR - Stylized</b>	2017.11.09	87677737	2018.06.05	5486572	Brightstar Corp.

<b>Mark</b>	<b>App. Date</b>	<b>App./Serial No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Owner</b>
<b>BRIGHTSTAR HALO - Stylized</b>	2017.09.06	87597521	2018.04.03	5437908	Brightstar Corp.
<b>BRIGHTSTAR LOGIC - Stylized</b>	2017.09.06	87619519	2018.05.01	5458397	Brightstar Corp.
<b>BRIGHTSTAR GEAR and Design</b>	2017.11.09	87677737	2018.06.05	5486572	Brightstar Corp.
<b>BRIGHTSTAR HALO and Design</b>	2017.09.06	87597521	2018.04.03	5437908	Brightstar Corp.
<b>BRIGHTSTAR LOGIC and Design</b>	2017.09.22	87619519	2018.05.01	5458397	Brightstar Corp.