

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adaptive Spectrum And Signal Alignment, Inc.		12/04/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Muzinich BDC, Inc.		
Street Address:	450 Park Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86553751	ON-EXPRESSE	
Serial Number:	86336586	SMARTIFI	
Serial Number:	88034793		
Serial Number:	90127476	EQUIPE	
Serial Number:	90127822	EQUIPE	
Serial Number:	90127534	WORKPUT	
Serial Number:	77235217	ASSIA	
Serial Number:	85021035		
Serial Number:	86216198	CLEARVIEW	
Serial Number:	85725232	CLOUDCHECK	
Serial Number:	86192706		
Serial Number:	78688925	EXPRESSE	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9495676700		
Email:	mweddington@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		

CH \$315.00 86553751

Address Line 1: 2050 Main St., Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	47911.2
NAME OF SUBMITTER:	Robert Harrington
SIGNATURE:	/Robert Harrington/
DATE SIGNED:	12/04/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 4, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Adaptive Spectrum and Signal Alignment, Incorporated, a California corporation, and ASSIA SPE LLC, a Delaware limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”) in favor of Muzinich BDC, Inc., as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS the Grantors are party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantors, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantors, as security for the payment and performance in full of the Obligations, hereby pledge to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar

offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantors and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantors hereby authorize and request that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations (other than unmatured or inchoate indemnity obligations) and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantors, execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**ADAPTIVE SPECTRUM AND SIGNAL
ALIGNMENT, INCORPORATED**, as
Grantor

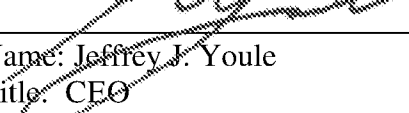
By: 
Name: John M. Cioffi
Title: Chief Executive Officer

ASSIA SPE, LLC, as Grantor

By: 
Name: John M. Cioffi
Title: Chief Executive Officer

Acknowledged and Agreed:

MUZINICH BDC, INC., as Administrative Agent

By: 
Name: Jeffrey J. Youle
Title: CEO

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Asset Tag	Asset Status	Mark Name	Country	Application Number	Registration Number	Registration Date	Owner
A001213	Registered	CLOUDCHECK - Class 35	Argentina	3223169	2643299	6/4/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001214	Registered	CLOUDCHECK - Class 36	Argentina	3223170	2643300	6/4/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001215	Registered	CLOUDCHECK - Class 38	Argentina	3223171	2643770	6/4/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001216	Registered	CLOUDCHECK - Class 42	Argentina	3223172	2643771	6/4/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001212	Registered	CLOUDCHECK - Class 9	Argentina	3223168	2643298	6/4/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001222	Registered	SMARTIFI - Class 35	Argentina	3340183	2735347	9/16/2015	Adaptive Spectrum And Signal Alignment, Inc.
A001223	Registered	SMARTIFI - Class 42	Argentina	3340184	2735348	9/16/2015	Adaptive Spectrum And Signal Alignment, Inc.
A001221	Registered	SMARTIFI - Class 9	Argentina	3340182	2735346	9/16/2015	Adaptive Spectrum And Signal Alignment, Inc.
A001148	Registered	CLOUDCHECK Cloudcheck Design (Device Only)	Australia	1174409	1174409	1/4/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001147	Registered	Bridge Logo (Device Only) - Class 42	Australia	1210453	1210453	2/26/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001150	Pending	Bridge Logo (Device Only) - Class 9	Brazil	830627367			Adaptive Spectrum And Signal Alignment, Inc.
A001149	Pending		Brazil	830627081			Adaptive Spectrum And Signal Alignment, Inc.
A001153	Registered	ASSIA - Class 37	Brazil	830672745	830672745	11/4/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001152	Registered	ASSIA - Class 38	Brazil	830672737	830672737	4/30/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001151	Registered	ASSIA - Class 42	Brazil	830672729	830672729	4/30/2013	Adaptive Spectrum And Signal Alignment, Inc.

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A001154	Registered	ASSIA - Class 9	Brazil	830672761	830672761	4/30/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001155	Registered	SMARTIFI	Brazil	907992242	907992242	4/7/2020	Adaptive Spectrum And Signal Alignment, Inc.
A001115	Registered	ASSIA	Canada	1366588	TMA762949	3/31/2010	Adaptive Spectrum And Signal Alignment, Inc.
A001112	Registered	CLOUDCHECK DESIGN	Canada	1667232	TMA975786	7/14/2017	Adaptive Spectrum And Signal Alignment, Inc.
A001114	Registered	SMARTIFI	Canada	1686325	TMA975789	7/14/2017	Adaptive Spectrum And Signal Alignment, Inc.
A001218	Registered	CLOUDCHECK	Chile	1041930	1142989	11/27/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001217	Registered	CLOUDCHECK - Class 9	Chile	1041927	1105168	6/16/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001156	Registered	Bridge Logo (Device Only)	China	1041957	1041957	4/30/2010	Adaptive Spectrum And Signal Alignment, Inc.
A001219	Registered	DSL EXPRESSE - Class 9	China	7119886	7119886	10/14/2010	Adaptive Spectrum And Signal Alignment, Inc.
A001157	Registered	Cloudcheck Design (Device Only)	European Union	1210453	1210453	2/26/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001158	Registered	Bridge Logo (Device Only)	France	1041957	1041957	4/30/2010	Adaptive Spectrum And Signal Alignment, Inc.
A001159	Registered	Bridge Logo (Device Only)	Germany	1041957	1041957	4/30/2010	Adaptive Spectrum And Signal Alignment, Inc.
A001160	Registered	Bridge Logo (Device Only)	Italy	1041957	1041957	4/30/2010	Adaptive Spectrum And Signal Alignment, Inc.
A001161	Registered	Bridge Logo (Device Only)	Japan	1041957	1041957	4/30/2010	Adaptive Spectrum And Signal Alignment, Inc.
A001163	Registered	CLOUDCHECK	Japan	1174409	1174409	1/4/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001162	Registered	Cloudcheck Design (Device Only)	Japan	1210453	1210453	2/26/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001165	Registered	CLOUDCHECK - Class 35	Mexico	1339434	1478844	9/8/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001166	Registered	CLOUDCHECK - Class 36	Mexico	1339443	1362631	4/24/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001167	Registered	CLOUDCHECK - Class 38	Mexico	1339446	1418680	12/9/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001168	Registered	CLOUDCHECK - Class 42	Mexico	1339448	1449301	4/25/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001164	Registered	CLOUDCHECK - Class 9	Mexico	1339424	1362629	4/24/2013	Adaptive Spectrum And Signal Alignment, Inc.

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A001170	Registered	CLOUDCHECK - Class 35	Peru	000520337A-2013	T00006220	6/21/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001171	Registered	CLOUDCHECK - Class 36	Peru	000520337B-2013	T00006220	6/21/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001172	Registered	CLOUDCHECK - Class 38	Peru	000520337C-2013	T00006220	6/21/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001173	Registered	CLOUDCHECK - Class 42	Peru	000520337D-2013	T00006220	6/21/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001169	Registered	CLOUDCHECK - Class 9	Peru	000520337-2013	T00006220	6/21/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001220	Registered	Bridge Logo	Republic of Korea (South)	4520100002567	4500358860000	8/19/2011	Adaptive Spectrum And Signal Alignment, Inc.
A001175	Registered	CLOUDCHECK	Republic of Korea (South)	1174409	1174409	1/4/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001174	Registered	Cloudcheck Design (Device Only)	Republic of Korea (South)	1210453	1210453	2/26/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001177	Registered	CLOUDCHECK	Russian Federation	1174409	1174409	1/4/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001176	Registered	Cloudcheck Design (Device Only)	Russian Federation	1210453	1210453	2/26/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001178	Registered	Bridge Logo (Device Only)	Spain	1041957	1041957	4/30/2010	Adaptive Spectrum And Signal Alignment, Inc.
A001180	Registered	CLOUDCHECK	Switzerland	1174409	1174409	1/4/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001179	Registered	Cloudcheck Design (Device Only)	Switzerland	1210453	1210453	2/26/2014	Adaptive Spectrum And Signal Alignment, Inc.
A001181	Registered	CLOUDCHECK	Turkey	1174409	1174409	1/4/2013	Adaptive Spectrum And Signal Alignment, Inc.
A001182	Registered	Bridge Logo (Device Only)	United Kingdom	1041957	1041957	4/30/2010	Adaptive Spectrum And Signal Alignment, Inc.
A001123	Abandoned	ON-EXPRESSE	States of America United	86/553,751			Adaptive Spectrum And Signal Alignment, Inc.
A001122	Abandoned	SMARTIFI	States of America United	86/336586			Adaptive Spectrum And Signal Alignment, Inc.
A001121	Pending	BRIDGE Design Logo - Class 9 (Device Only)	States of America	88/034793			Adaptive Spectrum And Signal Alignment, Inc.

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A001183	Pending	EQUIPE	United States of America	90127476				Adaptive Spectrum And Signal Alignment, Inc.
A001184	Pending	EQUIPE & Design	States of America	90127822				Adaptive Spectrum And Signal Alignment, Inc.
A001185	Pending	WORKPUT	States of America	90127534				Adaptive Spectrum And Signal Alignment, Inc.
A001116	Registered	ASSIA	States of America	77/235217	3401399	3/25/2008		Adaptive Spectrum And Signal Alignment, Inc.
A001118	Registered	BRIDGE Design Logo - Class 37, 38, 42 (Device Only)	States of America	85/021035	4060862	11/22/2011		Adaptive Spectrum And Signal Alignment, Inc.
A001120	Registered	CLEARVIEW	States of America	86/216198	4710736	3/31/2015		Adaptive Spectrum And Signal Alignment, Inc.
A001117	Registered	CLOUDCHECK	States of America	85/725232	5360195	12/19/2017		Adaptive Spectrum And Signal Alignment, Inc.
A001113	Registered	CLOUDCHECK DESIGN (Device Only)	States of America	86/192706	5340968	11/21/2017		Adaptive Spectrum And Signal Alignment, Inc.
A001119	Registered	EXPRESSE	States of America	78/688925	3248506	5/29/2007		Adaptive Spectrum And Signal Alignment, Inc.
A001186	Registered	Bridge Logo (Device Only)	World IPO	1041957	1041957	4/30/2010		Adaptive Spectrum And Signal Alignment, Inc.
A001188	Registered	CLOUDCHECK	World IPO	1174409	1174409	1/4/2013		Adaptive Spectrum And Signal Alignment, Inc.
A001187	Registered	Cloudcheck Design (Device Only)	World IPO	1210453	1210453	2/26/2014		Adaptive Spectrum And Signal Alignment, Inc.