

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velocity, A Managed Services Company, Inc. f/k/a Velocity The Greatest Phone Company Ever, Inc.		03/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	550 N. Summit Street		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5662446	BRING YOUR OWN CONTENT	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: LAURA T. GEYER		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-1196		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	04/23/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 30, 2021 (the “Effective Date”), is entered into by and between **VELOCITY, A MANAGED SERVICES COMPANY, INC.**, a Delaware corporation (“Grantor”) f/k/a Velocity The Greatest Phone Company Ever, Inc., whose principal place of business and mailing address is 7130 Spring Meadows West Drive, Holland, Ohio 43528 and **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, for itself and as agent for each Affiliate of Fifth Third Bancorp (hereinafter collectively, “Secured Party”), having an office at 550 N. Summit Street, Toledo, OH 43604, and is as follows:

WITNESSETH

This Agreement is executed in connection with the Guaranty, Pledge and Security Agreement, dated as of the Effective Date, by and among Grantor, Alliance Global Networks LLC, a Delaware limited liability company, Global Gateway Exchange, LLC, an Ohio limited liability company, Platinum Holding Investments LLC, a Delaware limited liability company, and Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Security Agreement or the Credit Agreement (as defined in the Security Agreement), as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of Grantor’s right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the “Trademark Collateral”):

- (a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the “Trademarks”);
- (b) all renewals of each of the Trademarks;
- (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;
- (d) all rights to sue for past, present and future infringements of any and all Trademarks;
- (e) all rights corresponding to each of the Trademarks throughout the world;
- (f) all rights of Grantor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications;
- (g) together, in each case, with the goodwill of Grantor’s business connected with the use of, and symbolized by, the foregoing; and

(h) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Grantor (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), any such Intent to Use Application shall automatically be considered Trademark Collateral.

The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the Secured Obligations (as defined in the Security Agreement). Grantor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office.

This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Ohio (without reference to Ohio conflicts of law principles). If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement. SECURED PARTY AND GRANTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, “hereunder”, “herein”, “hereto”, “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.

The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party’s Lien on, the Collateral, or any of the Secured Party’s rights or remedies respecting the Collateral. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Security Agreement applicable to the Collateral are hereby incorporated into this Agreement mutatis mutandis and made applicable to all of the Trademark Collateral as if fully rewritten herein, (ii) the Trademark Collateral will be “Collateral” for all purposes of the Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreement or any other Loan Document, which security interests and other Liens, Grantor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.


This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement after each of the parties hereto have executed and delivered this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Grantor, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

GRANTOR:

VELOCITY, A MANAGED SERVICES COMPANY, INC.
(SEAL)

By: 
Name: James L. Rothchild
Title: Executive Vice President - General Counsel

SECURED PARTY:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Secured Party and Grantor, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

GRANTOR:

VELOCITY, A MANAGED SERVICES COMPANY, INC.
(SEAL)

By: _____
Name: _____
Title: _____

SECURED PARTY:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: BNA
Name: Brent N. Abel
Title: Assistant Vice President

SCHEDULE I

TRADEMARKS

U.S. Trademarks

Owner: Velocity, A Managed Services Company, Inc., a Delaware corporation f/k/a Velocity The Greatest Phone Company Ever, Inc.

Mark	Serial Number	Filing Date	Reg. Number	Reg. Date
BRING YOUR OWN CONTENT	87575809	08/19/2017	5662446	01/22/2019