

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALIFORNIA INTERNET, L.P.		06/06/2022	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4479927	CLEAR FIBER	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<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:	9497254043		
Email:	amina@stradlinglaw.com		
Correspondent Name:	Arnold V Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	103378-0313		
NAME OF SUBMITTER:	Arnold V. Mina		
SIGNATURE:	/Arnold V. Mina/		
DATE SIGNED:	06/06/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of June 6, 2022, is made by CALIFORNIA INTERNET, L.P. *dba* GEOLINKS, a California limited partnership (“**Grantor**”), and FIFTH THIRD BANK, NATIONAL ASSOCIATION (together with its successors and assigns, “**Bank**”) (the “**Secured Party**”).

Grantor and Secured Party have entered into a Security Agreement: Business Assets dated as of even date herewith (the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants and collaterally assigns to Secured Party a security interest in all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registration set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademark**”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement

by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

4. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of California.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

CALIFORNIA INTERNET, L.P.,

GRANTOR

By: _____

Print Name: Skyler Ditchfield

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

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Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

FIFTH THIRD BANK, NATIONAL
ASSOCIATION,

SECURED PARTY

By: Eric Oberfield

Print Name: Eric Oberfield

Title: Executive Director

[Signature Page to Trademark Security Agreement]

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SCHEDULE 1
TRADEMARK REGISTRATION

Mark	Country	Registration Number	Registration Date	Owner of Record
CLEARFIBER	United States	4,479,927	February 11, 2014	California Internet, L.P. (f/k/a California Internet Solutions Inc.)

Schedule 1 to Trademark Security Agreement

4894-2543-9522v2/103378-0313

RECORDED: 06/06/2022

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