

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430079

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goodman Networks Incorporated		05/31/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	MidCap Funding X Trust
Street Address:	7255 Woodmont Ave., Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Trust: DELAWARE
Composed Of:	<ul style="list-style-type: none"> • Apollo Capital Management, L.P., DELAWARE, Limited Partnership • Apollo Capital Management GP, LLC, DELAWARE, Limited Liability Company

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3593614	G GOODMANNETWORKS NETWORK KNOWLEDGE... D
Registration Number:	3518795	GOODMAN NETWORKS
Registration Number:	4911871	G
Registration Number:	4788532	MULTIBAND A GOODMAN NETWORKS COMPANY
Registration Number:	4788533	MULTIBAND
Registration Number:	4283446	DRIVEN BY PERFORMANCE
Registration Number:	3311797	WATCH.TALK.SURF
Registration Number:	4006568	
Registration Number:	3776812	MULTIBAND
Registration Number:	4223565	DAS QUICK QUOTE
Registration Number:	3231964	BUILDING WIRELESS SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Email: emily.klump@thomsonreuters.com
Correspondent Name: Peter Brockmeyer
Address Line 1: 100 Light Street
Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER: Emily Klump

SIGNATURE: /Emily Klump/

DATE SIGNED: 06/06/2017

Total Attachments: 14

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Goodman Networks Incorporated

- Individual(s)
- Partnership
- Corporation- State: Texas
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 31, 2017

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MidCap Funding X Trust

Street Address: 7255 Woodmont Ave., Suite 200

City: Bethesda

State: Maryland

Country: USA Zip: 20814

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Trust Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule 1 attached hereto and made a part hereof

B. Trademark Registration No.(s) _____

See Schedule 1 attached hereto and made a part hereof

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule 1 attached hereto and made a part hereof

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Peter Brockmeyer

Internal Address: _____

Street Address: 100 Light Street

City: Baltimore

State: Maryland Zip: 21202

Phone Number: 410-385-3692

Docket Number: 103206-14

Email Address: pbrockmeyer@milesstockbridge.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

June 2, 2017

Date

Peter C. Brockmeyer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

The names, legal entity types, and entity citizenship of all general partners or active members that compose the partnership or joint venture or the trustees or executors comprising the trust or estate:

Apollo Capital Management, L.P. is the investment manager of the trust, a Delaware limited partnership






Apollo Capital Management GP, LLC is the general partner of the investment manager, a Delaware limited liability company

Schedule 1

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services
None	-----	-----	-----

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
	3593614	March 24, 2009	IC 035. US 100 101 102; IC 037. US 100 103 106; IC 038. US 100 101 104; and IC 042. US 100 101.
GOODMAN NETWORKS	3518795	October 21, 2008	IC 035. US 100 101 102; IC 037. US 100 103 106; and IC 038. US 100 101 104.
	4911871	March 8, 2016	IC 035. US 100 101 102; IC 036. US 100 101 102; IC 037. US 100 103 106; IC 038. US 100 101 104; IC 042. US 100 101; and IC 045. US 100 101.
	4788532	August 11, 2015	IC 037. US 100 103 106; and IC 042. US 100 101.
	4788533	August 11, 2015	IC 037. US 100 103 106; and IC 042. US 100 101.
DRIVEN BY PERFORMANCE	4283446	January 29, 2013	IC 037. US 100 103 106.
WATCH.TALK.SURF	3311797	October 16, 2007	IC 037. US 100 103 106; and IC 038. US 100 101 104.
	4006568	August 2, 2011	IC 037. US 100 103 106; and IC 038. US 100 101 104.
MULTIBAND	3776812	April 20, 2010	IC 037. US 100 103 106; and IC 038. US 100 101 104.
DAS QUICK QUOTE	4223565	October 9, 2012	IC 042. US 100 101.
Building Wireless Solutions	3231964	April 17, 2007	IC 042. US 100 101.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 31st day of May, 2017 by **GOODMAN NETWORKS INCORPORATED**, a Texas corporation (“**Grantor**”), in favor of **MIDCAP FUNDING X TRUST**, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) and successor by assignment from MidCap Financial Trust (together with its successors and assigns, “**Grantee**”):

RECITALS

A. Grantor, Grantee and Lenders are parties to that certain Credit and Security Agreement dated May 31, 2017 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extension of credit to be made to Grantor by Lenders.

B. Pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) any agreement, written or oral, providing for the grant by a Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), (iv) the goodwill of the business symbolized by Grantor’s Trademarks, and (v) all proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all

of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, “**New Trademarks**”) acquired during the fiscal quarter corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Maryland from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

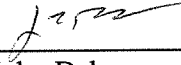
(Signature Pages Follow)

(Grantor's Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

**GOODMAN NETWORKS
INCORPORATED**

By:  _____ (Seal)
Name: John Debus
Title: Interim Chief Financial Officer

(Grantee's Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

MIDCAP FUNDING X TRUST,
a Delaware statutory trust

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule 1

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services
None	-----	-----	-----

Trademarks






Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
	3593614	March 24, 2009	IC 035. US 100 101 102; IC 037. US 100 103 106; IC 038. US 100 101 104; and IC 042. US 100 101.
GOODMAN NETWORKS	3518795	October 21, 2008	IC 035. US 100 101 102; IC 037. US 100 103 106; and IC 038. US 100 101 104.
	4911871	March 8, 2016	IC 035. US 100 101 102; IC 036. US 100 101 102; IC 037. US 100 103 106; IC 038. US 100 101 104; IC 042. US 100 101; and IC 045. US 100 101.
	4788532	August 11, 2015	IC 037. US 100 103 106; and IC 042. US 100 101.
	4788533	August 11, 2015	IC 037. US 100 103 106; and IC 042. US 100 101.
DRIVEN BY PERFORMANCE	4283446	January 29, 2013	IC 037. US 100 103 106.
WATCH.TALK.SURF	3311797	October 16, 2007	IC 037. US 100 103 106; and IC 038. US 100 101 104.
	4006568	August 2, 2011	IC 037. US 100 103 106; and IC 038. US 100 101 104.
MULTIBAND	3776812	April 20, 2010	IC 037. US 100 103 106; and IC 038. US 100 101 104.
DAS QUICK QUOTE	4223565	October 9, 2012	IC 042. US 100 101.
Building Wireless Solutions	3231964	April 17, 2007	IC 042. US 100 101.

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “Supplement”) made as of this __ day of _____, 201__ by **GOODMAN NETWORKS INCORPORATED**, a Texas corporation (the “Grantor”), in favor of **MIDCAP FUNDING X TRUST**, in its capacity as Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) and successor by assignment from MidCap Financial Trust (together with its successors and assigns, “Grantee”):

W I T N E S S E T H:

WHEREAS, Grantor, Grantee and certain financial institutions are parties to that certain Credit and Security Agreement dated as of May 31, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of May 31, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor’s now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

(i) 1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and

symbolized by, each Trademark, and all proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

**GOODMAN NETWORKS
INCORPORATED**

By: _____
Name: _____
Title: _____

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

MIDCAP FUNDING X TRUST,
a Delaware statutory trust

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP,
LLC,
its general partner

By: _____
Name: _____
Title: Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services