

12/18/2017



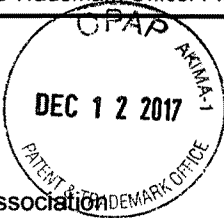
103678237

RE

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):**

ANDROID INDUSTRIES, L.L.C.



- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 5, 2017

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: SANTANDER BANK N.A.  
 Internal Address: \_\_\_\_\_  
 Street Address: 28 State Street, 16th Floor  
 City: Boston  
 State: MA  
 Country: USA Zip: 02109

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other national banking association Citizenship USA  
 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)  
See Schedule I to the attached Trademark Security Agreement.

B. Trademark Registration No.(s)  
See Schedule I to the attached Trademark Security Agreement.

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 I to the attached Trademark Security Agreement.

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

Name: Chapman and Cutler LLP  
 Internal Address: Attn: Deirdre Mangan  
 Street Address: 1270 Avenue of the Americas, 30th Fl.  
 City: New York  
 State: New York Zip: 10020  
 Phone Number: 212.655.3372  
 Fax Number: 212.697.7210  
 Email Address: dmangan@chapman.com

**6. Total number of applications and registrations involved:** 4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$115.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

12/19/2017 KNGUYEN1 00000013 2295347  
 Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_ 40.00 OP

**9. Signature:** Mitchell L. Garrett December 12, 2017  
Signature Date

Mitchell L. Garrett  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

Registered

United States Trademarks

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Application Number</b>	<b>Registration Number</b>
Android Industries, L.L.C.	OSR	2/8/2005	78/365,265	2,295,347
Android Industries, L.L.C.	ANDROID	12/15/2009	77/603,188	3,726,491
Android Industries, L.L.C.	ANDROID	10/26/2010	77/520,217	3,867,993
Android Industries, L.L.C.	AI	12/13/2005	78/365,293	3,026,699

Canadian Trademarks

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Registration Number</b>
Android Industries, L.L.C.	ANDROID	1/6/2009	1423641	TMA832084

Pending

None.

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Trademark Security Agreement"), dated as of December 5, 2017, is by ANDROID INDUSTRIES, L.L.C., a Delaware limited liability company ("Grantor"), in favor of SANTANDER BANK, N.A, acting as administrative agent for the Secured Parties as defined in the Loan and Security Agreement referenced below (together with its successors and assigns, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 5, 2017, by and among Grantor, the other borrowers party thereto (Grantor and each other borrower, collectively, the "Borrowers"), the Lenders party thereto from time to time, and Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make loans to the Borrowers which loans are secured by liens on certain assets of the Borrowers;

WHEREAS, in connection with the Loan Agreement, Grantor has agreed to execute and deliver to Agent this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in and to all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles (collectively, the "Marks") which relate to Equipment Collateral and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, but not limited to, as set forth on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; 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), such intent-to-use trademark application shall be considered Trademark Collateral.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges that in the event of a conflict between this Agreement, on the one hand, and the Loan Agreement or other any Loan Documents, on the other hand, with respect to the grant of security interest in the Trademark Collateral, the terms of Section 2 hereof shall govern. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Marks which relate to Equipment Collateral which are not referred to on Schedule I hereto, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such Marks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Marks. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of Agent, for the benefit of the Secured Parties, in all the Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]

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

**GRANTOR:**

**ANDROID INDUSTRIES, L.L.C., a  
Delaware limited liability company**

By: 

Name: GREGORY NICHOLS

Title: CTP v qf

**ACCEPTED AND ACKNOWLEDGED BY:**

**SANTANDER BANK, N.A.,**  
as Agent

By: RT

Name: \_\_\_\_\_

Title: Robert L. Thomas

**Assistant Vice President**