

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tele-Fonika Cable Americas Corp.		11/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	2929 Walden Avenue, Location C-112		
City:	Depew		
State/Country:	NEW YORK		
Postal Code:	14043		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3777024	CONTROLFLEX	
Registration Number:	3760215	TORSIONFLEX	
Registration Number:	4380325	JUMBOFLEX	
Registration Number:	4755418	AQUAFLEX	
Registration Number:	5502740	FLEXTREME	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5778		
Email:	michelle.raynes@morganlewis.com		
Correspondent Name:	Dana S. Gross		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	067237.07.0054		
NAME OF SUBMITTER:	Michelle S. Raynes		
SIGNATURE:	/Michelle S. Raynes/		
DATE SIGNED:	11/06/2018		

CH \$140.00 3777024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 5, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **HSBC BANK USA, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”).

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “**Loan Agreement**”), by and among (a) Tele-Fonika Cable Americas Corp., as Borrower, (b) the Lenders party thereto and (c) the Agent; and

WHEREAS, pursuant to the Loan Agreement, the Grantors granted a security interest to the Agent in the Trademark Collateral (as defined below) and are 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 Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined or stated herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

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 hereof attach to any assets excluded from the Collateral pursuant to the last paragraph of the definition of

“Collateral” in the Loan Agreement (“**Excluded Assets**”). Each Grantor hereby represents and warrants that Schedule A does not contain any Excluded Assets.

SECTION 3. Loan Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Lenders pursuant to the Loan Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Termination

Upon the satisfaction in full in cash of all Obligations and the termination of the Loan Agreement in accordance with its terms, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to the Grantors. Upon any such termination the Agent shall, at the Grantors’ expense, execute and deliver to the Grantors or otherwise authorize the filing of such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF 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 ILLINOIS.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TELE-FONIKA CABLE AMERICAS CORP.

By: 

Name: David Nemetz

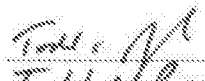
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006476 FRAME: 0395

AGENT:

HSBC BANK USA, NATIONAL ASSOCIATION

By: 
Name: Todd A. Perzacki
Title: vice president

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006476 FRAME: 0396

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
3,777,024	04/20/2010	04/21/2009	Tele-Fonika Cable Americas Corp.	CONTROLFLEX
3,760,215	03/16/2010	04/21/2009	Tele-Fonika Cable Americas Corp.	TORSIONFLEX
4,380,325	08/06/2013	01/18/2013	Tele-Fonika Cable Americas Corp.	JUMBOFLEX
4,755,418	06/16/2015	10/23/2014	Tele-Fonika Cable Americas Corp.	AQUAFLEX
5,502,740	06/26/2018	11/20/2017	Tele-Fonika Cable Americas Corp.	FLEXTREME

Trademark Applications

None.