

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514741

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TELRITE HOLDINGS, INC.		03/18/2019	Corporation:
TELRITE CORPORATION		03/18/2019	Corporation:
LOCUS TELECOMMUNICATIONS, LLC		03/18/2019	Limited Liability Company:
PURETALK HOLDINGS, INC.		03/18/2019	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	FIFTH THIRD BANK
<b>Street Address:</b>	38 Fountain Square Plaza
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45263
<b>Entity Type:</b>	banking corporation: OHIO

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4216597	PURE TALKUSA
Registration Number:	5545081	PURETALK
Registration Number:	4745901	LIFE WIRELESS
Registration Number:	2927558	D.M.V.
Registration Number:	3090255	ACTFAST
Registration Number:	2975361	LOCUS
Registration Number:	2816024	LOCUS
Registration Number:	3839908	GEO
Registration Number:	2993789	GEO TELECOM
Registration Number:	3055032	LA VICTORIA
Registration Number:	3717890	EZ011
Registration Number:	3135079	SIEMPRE
Registration Number:	3070077	UNI
Registration Number:	3089546	SIEMPRE MEXICO
Registration Number:	3787866	H2O

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4219036	H2O BOLT
Registration Number:	5114926	EASYGO
Registration Number:	5114927	EASYGO
Registration Number:	3198518	LA BUENA
Registration Number:	2106257	CALLPLUS
Registration Number:	2470893	CALLPLUS
Registration Number:	2671968	CALLPLUS
Registration Number:	4942117	ENVIE
Registration Number:	4942118	ENVIE MOBILE
Registration Number:	4635356	EZILD
Registration Number:	4635357	EZILD

**CORRESPONDENCE DATA**

Fax Number: 4048853900

*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.*

Phone: 4048853155

Email: austin.padgett@troutman.com

Correspondent Name: Austin Padgett

Address Line 1: 600 Peachtree St. NE, Suite 3000

Address Line 4: Atlanta, GEORGIA 30308

<b>ATTORNEY DOCKET NUMBER:</b>	252472.6 Trademark Record
<b>NAME OF SUBMITTER:</b>	Austin Padgett
<b>SIGNATURE:</b>	/Austin Padgett/
<b>DATE SIGNED:</b>	03/18/2019

**Total Attachments: 8**

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GRANT OF  
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS ("Agreement"), dated as of March 18, 2019, is made by and among **TELRITE HOLDINGS, INC.**, a Georgia corporation ("Holdings"), **TELRITE CORPORATION**, a Georgia corporation ("Telrite"), **LOCUS TELECOMMUNICATIONS, LLC**, a Delaware limited liability company ("Locus"), and **PURETALK HOLDINGS, INC.**, a Georgia corporation ("Puretalk"), collectively with Holdings, Telrite and Locus, the "Grantors", each individually a "Grantor", as grantors, in favor of **FIFTH THIRD BANK**, an Ohio banking corporation, as lender ("Lender").

RECITALS

A. Pursuant to that certain Credit Agreement, dated of even date herewith, by and among Holdings and Telrite, as borrowers, Locus, Puretalk, Life Wireless Holdings, LLC, a Georgia limited liability company ("Life Wireless", together with the Grantors, the "Loan Parties"), and the other loan parties identified therein, as Loan Parties, and Lender (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. The Loan Parties, as Grantors and/or Guarantors, are parties to that certain Guaranty and Security Agreement, dated of even date herewith (the "Guaranty and Security Agreement"), in favor of Lender.

C. In order to induce Lender to enter into the Credit Agreement and the other Loan Documents and to induce Lender to make Advances and to incur Letter of Credit Obligations as provided for in the Credit Agreement, (i) each Grantor has agreed to grant to Lender a continuing Lien on its Intellectual Property, including its Patents and Trademarks, to secure the Secured Obligations.

D. The Grantors have duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT

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

1. **DEFINED TERMS.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Credit Agreement (including Appendix A attached thereto) or the Guaranty and Security Agreement, as applicable, shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. GRANT OF SECURITY INTEREST. Each Grantor hereby grants to Lender a security interest in such Grantor's Patents and/or Trademarks, as applicable (including, without limitation, those items listed on Schedule A and Schedule B hereto), together with the goodwill connected with the use of and symbolized thereby, in each case whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. PURPOSE. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Lender in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. ACKNOWLEDGMENT. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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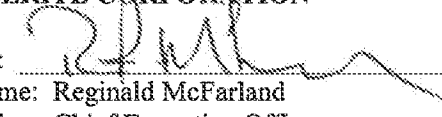
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**"Grantors"**

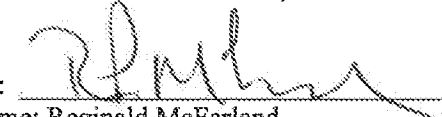
**TELRITE HOLDINGS, INC.**

By:   
Name: Reginald McFarland  
Title: Chief Executive Officer

**TELRITE CORPORATION**

By:   
Name: Reginald McFarland  
Title: Chief Executive Officer

**PURETALK HOLDINGS, INC.**

By:   
Name: Reginald McFarland  
Title: Chief Executive Officer

**LOCUS TELECOMMUNICATIONS, LLC**

By: \_\_\_\_\_  
Name: William Curry  
Title: President

**"Lender"**

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

"Grantors"

TELRITE HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Reginald McFarland  
Title: Chief Executive Officer

TELRITE CORPORATION

By: \_\_\_\_\_  
Name: Reginald McFarland  
Title: Chief Executive Officer

PURETALK HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Reginald McFarland  
Title: Chief Executive Officer

LOCUS TELECOMMUNICATIONS, LLC

By: \_\_\_\_\_  
Name: William Curry  
Title: President

"Lender"

FIFTH THIRD BANK

By: \_\_\_\_\_  
Name:  
Title:

Signature Page is Grant of Security Interest in Intellectual Property Rights

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**“Grantors”**

**TELRITE HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: Reginald McFarland  
Title: Chief Executive Officer

**TELRITE CORPORATION**

By: \_\_\_\_\_  
Name: Reginald McFarland  
Title: Chief Executive Officer

**PURETALK HOLDINGS, INC.**

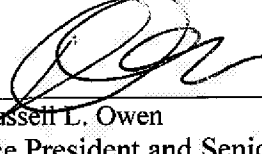
By: \_\_\_\_\_  
Name: Reginald McFarland  
Title: Chief Executive Officer

**LOCUS TELECOMMUNICATIONS, LLC**

By: \_\_\_\_\_  
Name: Reginald McFarland  
Title: Chief Executive Officer

**“Lender”**

**FIFTH THIRD BANK**

By:  \_\_\_\_\_  
Name: Russell L. Owen  
Title: Vice President and Senior Relationship Manager

## SCHEDULE A

### Patents

<b>Patent Holder</b>	<b>Patent Name</b>	<b>Jurisdiction</b>	<b>Registration No.</b>
Locus Telecommunications, LLC	CONTROL SYSTEM FOR ENABLING USE OF WIRELESS TELEPHONES*	United States	7,706,774
Locus Telecommunications, LLC	POINT-OF-SALE ELECTRONIC PIN DISTRIBUTION SYSTEM*	United States	8,014,505
Locus Telecommunications, LLC	SYSTEM AND METHOD FOR PROVIDING PREPAID TELECOMMUNICATION SERVICES*	United States	7,295,658

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\*Titled in the name of "Locus Telecommunications Inc.", as the corporate predecessor to the Company, in the United States Patent and Trademark Office.




## SCHEDULE B



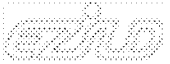
### Trademarks

With respect to Trademarks registered to each Grantor other than Locus:

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner Information
PURE TALKUSA RN: 4216597 SN: 85415167 Disclaimer: "TALK USA"	Registered 8 & 15 October 24, 2017 Int'l Class: 38 First Use: March 16, 2009 Filed: September 6, 2011 Registered: October 2, 2012	(Int'l Class: 38) telecommunications services, namely, transmission of voice and data by means of wireless telecommunications; voice mail services	Puretalk Holdings, LLC (Georgia Limited Liability Company) 4113 Monticello Street Covington Georgia 30014
PURETALK RN: 5545081 SN: 87756245	Registered August 21, 2018 Int'l Class: 38 First Use: April 13, 2017 Filed: January 16, 2018	(Int'l Class: 38) telecommunications services, namely, transmission of voice and data by means of wireless telecommunications; voice mail services	Puretalk Holdings, LLC (Georgia Limited Liability Company) 4113 Monticello Street Covington Georgia 30014
LIFE WIRELESS RN: 4745901 SN: 85870808 Disclaimer: "WIRELESS"	Registered June 2, 2015 Int'l Class: 38 First Use: October 31, 2010 Filed: March 8, 2013	(Int'l Class: 38) telecommunications services, namely, transmission of voice and data by means of wireless telecommunications; voice mail services	Telrite Corporation (Georgia Corp.) 4113 Monticello Street Covington Georgia 30014

With respect to Trademarks registered to Locus:

Trademark Name	Jurisdiction	Registration No.
D.M.V	United States	2,927,558
ACTFAST	United States	3,090,255
LOCUS	United States	2,975,361
LOCUS & Design	United States	2,816,024
		
GEO	United States	3,839,908
GEO TELECOM	United States	2,993,789
LA VICTORIA	United States	3,055,032
EZ011	United States	3,717,890
SIEMPRE	United States	3,135,079
UNI	United States	3,070,077
SIEMPRE MEXICO	United States	3,089,546

H2O	United States	3,787,866
H2O Bolt	United States	4,219,036
EASYGO*	United States	5,114,926
EASYGO & Design* 	United States	5,114,927
LA BUENA	United States	3,198,518
CALLPLUS	United States	2,106,257
CALLPLUS	United States	2,470,893
CALLPLUS	United States	2,671,968
ENVIE	United States	4,942,117
ENVIE MOBILE (Stylized) 	United States	4,942,118
EZLID (Stylized) 	United States	4,635,356
EZILD	United States	4,635,357

\* Titled in the name of "Locus Telecommunications Inc.", as the corporate predecessor to the Company, in the United States Patent and Trademark Office.