

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RADIOSHACK ONLINE IPCO, LLC		11/12/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL WIRELESS IP HOLDINGS LLC		
Street Address:	26 Patriot Place, Suite 301		
City:	Foxboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02035		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Serial Number:	86616991	HOT TABLE DEALS	
Serial Number:	74528852	1-800-THE SHACK	
Serial Number:	86255160	ADAPTAPLUG	
Serial Number:	77936561	ANTENNACRAFT	
Serial Number:	72240494	ANTENNACRAFT	
Serial Number:	77769938	AUVIO	
Serial Number:	77769935	AUVIO	
Serial Number:	77952840		
Serial Number:	77587329	AUVIO	
Serial Number:	77619633	AUVIO	
Serial Number:	77619672	AUVIO	
Serial Number:	85004934	AUVIO	
Serial Number:	86415240	VV	
Serial Number:	86350997	R	
Serial Number:	86344688	R	
Registration Number:	4525880	R	
Registration Number:	4529099	R	
Registration Number:	4536729	R	
Registration Number:	2049319	R RADIOSHACK	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3949523	
Registration Number:	3949525	
Registration Number:	3732521	ENERCELL
Registration Number:	0914982	ENERCELL
Registration Number:	4752063	FIX IT HERE! MOBILE DEVICE REPAIR
Registration Number:	3786982	GIGAWARE
Registration Number:	3295637	GIGAWARE
Registration Number:	3327901	GIGAWARE
Registration Number:	3599211	GIGAWARE
Registration Number:	1574546	MEGACABLE
Registration Number:	3670722	OPTIFLEX
Registration Number:	3644231	OPTIMUS
Registration Number:	4634130	OUTBOUND
Registration Number:	3764422	POINTMOBL
Registration Number:	4557387	R RADIOSHACK
Registration Number:	1707423	RADIO SHACK
Registration Number:	1008073	RADIO SHACK
Registration Number:	1568597	RADIO SHACK
Registration Number:	1355845	RADIO SHACK
Registration Number:	1676195	RADIO SHACK
Registration Number:	0796908	RADIO SHACK
Registration Number:	1076858	RADIO SHACK
Registration Number:	3468790	RADIOSHACK TECHNOLOGY PLUS
Registration Number:	2164296	RADIOSHACK
Registration Number:	2019438	RADIOSHACK
Registration Number:	1717704	SCANTENNA
Registration Number:	1655078	SHACK
Registration Number:	1720904	THE SHACK
Registration Number:	4516307	U MOLD
Registration Number:	0897736	WEATHERADIO
Registration Number:	2963512	XMODS
Registration Number:	2904239	XMODS
Registration Number:	2909116	XMODS
Registration Number:	1909013	YOU'VE GOT QUESTIONS WE'VE GOT ANSWERS
Registration Number:	4909899	ZERAXA
Registration Number:	6024337	RADIOSHACK

CORRESPONDENCE DATA

**TRADEMARK
REEL: 007105 FRAME: 0839**

Fax Number: 2486778407

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: 2485668406

Email: trademark@honigman.com

Correspondent Name: Anessa Kramer

Address Line 1: 39400 Woodward Avenue, Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	264565-474194
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NAME OF SUBMITTER:	Anessa Owen Kramer
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SIGNATURE:	/anessa kramer/
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DATE SIGNED:	11/13/2020
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this November 12, 2020, between RADIOSHACK ONLINE IPCO, LLC, a Delaware limited liability company (“Grantor”), and GENERAL WIRELESS IP HOLDINGS LLC, a Delaware limited liability company (“Lender”).

W I T N E S S E T H:

WHEREAS, Lender extended a loan to Grantor (the “Loan”), which loan is evidenced by that certain Secured Promissory Note dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Note”);

WHEREAS, Lender is willing to extend the Loan on the terms and conditions set forth in the Note, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Trademark Security Agreement; and

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 Note.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants and pledges to Lender a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its trademarks including those referred to on Schedule I hereto, together with the goodwill connected with the use of and symbolized by the trademarks, all extensions and renewals thereof, and rights in and to exclusive intellectual property licenses with respect to trademarks to which it is a party;

(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, dilution, 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.

For the avoidance of doubt, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall not include any "intent-to-use" trademarks prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under bankruptcy laws involving Grantor.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Note. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Note, the Note shall control.

5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Lender to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. RECORDATION. Grantor hereby requests and authorizes the United States Patent and Trademark Office to record this Trademark Security Agreement against the Trademark Collateral.

8. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[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:

RADIOSHACK ONLINE IPCO, LLC, a Delaware limited liability company

By: Alexander Mehr

Name: Alexander Mehr

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:



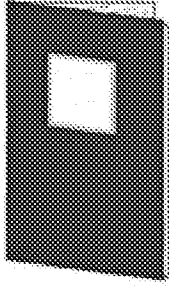

GENERAL WIRELESS IP HOLDINGS LLC, a
Delaware limited liability company



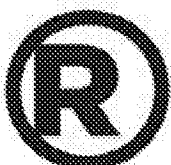

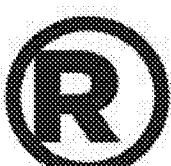
By: 
Name: Ronald G. Garriques
Title: Authorized Signatory


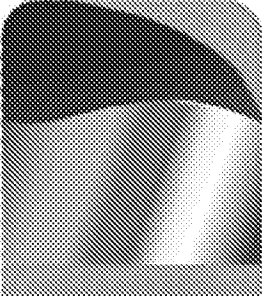
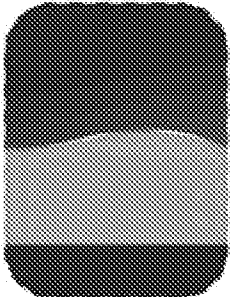

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT





Trademark Registrations/Applications

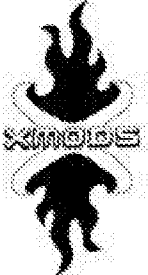
See attached.

Country	Mark With Image	App. No.	Filing Date	Reg. No.	Reg. Date
U.S.	HOT TABLE DEALS	86/616,991	05/01/2015	4,891,992	01/26/2016
U.S.	1-800-THE SHACK	74/528,852	05/24/1994	1,981,542	06/18/1996
U.S.	ADAPTAPLUG	86/255,160	04/17/2014	4,702,671	03/17/2015
U.S.	ANTENNACRAFT	77/936,561	02/16/2010	3,967,310	05/24/2011
U.S.	ANTENNACRAFT	72/240,494	03/09/1966	829,398	05/30/1967
U.S.	AUVIO Logo 	77/769,938	06/29/2009	3,742,424	01/26/2010
U.S.	AUVIO Logo 	77/769,935	06/29/2009	3,791,449	05/18/2010
U.S.	AUVIO TRADE DRESS 	77/952,840	03/08/2010	3,946,427	04/12/2011
U.S.	AUVIO	77/587,329	10/07/2008	3,674,354	08/25/2009
U.S.	AUVIO	77/619,633	11/21/2008	3,732,545	12/29/2009
U.S.	AUVIO	77/619,672	11/21/2008	3,732,546	12/29/2009
U.S.	AUVIO	85/004,934	04/02/2010	3,909,407	01/18/2011
U.S.	AUVIO VV & Design 	86/415,240	10/06/2014	4,909,650	03/01/2016

U.S.	CIRCLE R & Design 	86/350,997	07/29/2014	4,692,518	02/24/2015
U.S.	CIRCLE R & Design 	86/344,688	07/22/2014	4,692,490	02/24/2015
U.S.	CIRCLE R & Design 	86/344,688	10/23/2013	4,525,880	05/06/2014
U.S.	CIRCLE R & Design 	86/344,688	09/17/2013	4,529,099	05/13/2014
U.S.	CIRCLE R & Design 	86/344,688	09/13/2013	4,536,729	05/27/2014

U.S.	Circle R Radioshack and Design 	75/975,363	07/20/1995	2,049,319	04/01/1997
U.S.	ENERCELL TRADE DRESS 	85/040,364	05/17/2010	3,949,523	04/19/2011
U.S.	ENERCELL TRADE DRESS 	85/040,630	05/17/2010	3,949,525	04/19/2011
U.S.	ENERCELL	77/606,859	11/04/2008	3,732,521	12/29/2009
U.S.	ENERCELL	72/301,558	06/27/1968	914,982	06/15/1971
U.S.	FIX IT HERE! MOBILE DEVICE REPAIR 	86/446,887	11/06/2014	4,752,063	06/09/2015

	GIGAWARE Logo				
U.S.		77/779,300	07/13/2009	3,786,982	05/11/2010
U.S.	GIGAWARE	78/879,934	05/09/2006	3,295,637	09/18/2007
U.S.	GIGAWARE	78/932,988	07/19/2006	3,327,901	10/30/2007
U.S.	GIGAWARE	77/195,293	06/01/2007	3,599,211	03/31/2009
U.S.	MEGACABLE	73/787,459	03/20/1989	1,574,546	01/02/1990
U.S.	OPTIFLEX	77/556,894	08/27/2008	3,670,722	08/18/2009
U.S.	OPTIMUS	77/273,504	09/06/2007	3,644,231	06/23/2009
U.S.	OUTBOUND	86/149,205	12/20/2013	4,634,130	11/04/2014
U.S.	POINTMOBL	77/565,667	09/09/2008	3,764,422	03/23/2010
	R RADIOSHACK (Stylized) & Design				
U.S.		85/981,930	06/27/2013	4,557,387	06/24/2014
	RADIO SHACK LOGO IN RED				
U.S.		74/140,962	02/19/1991	1,707,423	08/11/1992
	RADIO SHACK Logo				
U.S.		73/018,501	04/11/1974	1,008,073	04/01/1975
U.S.	RADIO SHACK	73/789,995	03/30/1989	1,568,597	11/28/1989
U.S.	RADIO SHACK	73/370,621	06/21/1982	1,355,845	08/20/1985

U.S.	RADIO SHACK	74/053,429	04/27/1990	1,676,195	02/18/1992
U.S.	RADIO SHACK	72/199,223	08/04/1964	796,908	09/28/1965
U.S.	RADIO SHACK	73/101,699	09/30/1976	1,076,858	11/08/1977
U.S.	RADIO SHACK TECHNOLOGY PLUS	77/117,625	02/27/2007	3,468,790	07/15/2008
U.S.	RADIO SHACK	74/703,491	07/20/1995	2,164,296	06/09/1998
U.S.	RADIO SHACK	75/975,233	07/20/1995	2,019,438	11/26/1996
U.S.	SCANTENNA	74/193,676	08/12/1991	1,717,704	09/22/1992
U.S.	SHACK	74/053,427	04/27/1990	1,655,078	08/27/1991
U.S.	THE SHACK	74/140,963	02/19/1991	1,720,904	09/29/1992
U.S.	U MOLD	85/931,622	05/14/2013	4,516,307	04/15/2014
U.S.	WEATHERADIO	72/325,671	04/28/1969	897,736	09/01/1970
U.S.	XMODS & Design 	76/506,396	04/14/2003	2,963,512	06/21/2005
U.S.	XMODS	76/506,040	04/11/2003	2,904,239	11/23/2004
U.S.	XMODS	76/506,039	04/11/2003	2,909,116	12/07/2004
U.S.	YOU'VE GOT QUESTIONS WE'VE GOT ANSWERS	74/534,101	06/06/1994	1,909,013	08/01/1995
U.S.	ZERAXA	86/501,085	01/12/2015	4,909,899	03/01/2016
U.S.	RADIO SHACK	88/696,529	11/18/2019	6,024,337	03/31/2020