

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/30/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Industrial Communications and Electronics, Inc.		12/30/2005	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	Industrial Tower and Wireless, LLC
Street Address:	40 Lone Street
City:	Marshfield
State/Country:	MASSACHUSETTS
Postal Code:	02050
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78769753	INDUSTRIAL COMMUNICATIONS
Serial Number:	78769135	
Serial Number:	78769199	INDUSTRIAL COMMUNICATIONS
Registration Number:	2018038	SKYCELL
Registration Number:	2282200	INDUSTRIAL COMMUNICATIONS
Registration Number:	1908003	INDUSTRIAL COMMUNICATIONS & ELECTRONICS
Registration Number:	1837043	SKYCELL

**CORRESPONDENCE DATA**

Fax Number: (781)837-4000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 781-319-1111

OP \$190.00 78769753

Email: mike.umano@induscom.com  
Correspondent Name: Michael J. Umano  
Address Line 1: 40 Lone Street  
Address Line 4: Marshfield, MASSACHUSETTS 02050

NAME OF SUBMITTER:	Thomas B. Rosedale
Signature:	/Thomas B. Rosedale/
Date:	02/01/2006

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is dated as of December 30, 2005 ("Effective Date"), is entered into by and between Industrial Communication and Electronics, Inc. a Massachusetts corporation ("Assignor"), and Industrial Tower and Wireless, LLC, a Delaware limited liability company ("Assignee").

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

### 1. DEFINITIONS

1.1 "Assigned Trademarks" means the trademarks indicated on Schedule A attached hereto.

1.2 "Trademark Interests" means the interests of Assignor in the United States registered and common law trademarks and service marks set forth in Schedule A, together with all other trademark or service mark interests accruing by reason of international trademark conventions, accompanied by the goodwill of all business connected with the use of and symbolized by such marks including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same.

2. **TRANSFER OF TRADEMARKS.** As of the Effective Date, Assignor transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, in perpetuity (or for the longest period of time otherwise permitted by law), all of Assignor's right, title, and interest in and to the Assigned Trademarks and accompanying Trademark Interests. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Trademarks anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignor covenants not to use or display the Assigned Trademarks, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Trademarks or the Trademark Interests, any applicable registrations thereof or the ownership of the Assigned Trademarks or Trademark Interests by Assignee.

3. **FURTHER ASSURANCES.** Assignor agrees, at Assignee's reasonable request, to execute and deliver such further conveyance agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement including, without limitation, filing this Agreement with the U.S. Patent and Trademark Office.

4. **REPRESENTATION AND WARRANTIES.** Assignor represents and warrants that (a) Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the Assigned Trademarks; and (b) the execution, delivery, and performance of this Agreement by Assignor do not and will not violate any security agreement, court order, or other instrument to which Assignor is a party or by which it is bound.

5. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, as they pertain to agreements executed in, and fully performed within, the Commonwealth of Massachusetts.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

INDUSTRIAL COMMUNICATIONS AND ELECTRONICS, INC.

By: 

Name: David J. Fenton, Jr


Title: President

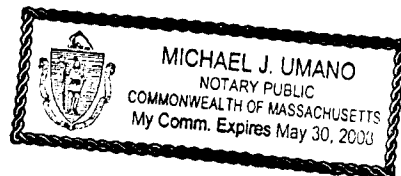
INDUSTRIAL TOWER AND WIRELESS, LLC

By: 

Name: David J. Fenton, Jr

Title: President

Notarized: 



**Schedule A  
Assigned Trademarks**

United States Registration #:2018038 Mark: "SKYCELL"

United States Registration #:2282200 Mark: "INDUSTRIAL COMMUNICATIONS"

United States Registration #:1908003 Mark: "INDUSTRIAL COMMUNICATIONS & ELECTRONICS"

United States Registration #:1837043 Mark: "SKYCELL"

United States Serial #:78769753 Mark:" INDUSTRIAL COMMUNICATIONS"

United States Serial #:78769135

United States Serial #:78769199 Mark: "INDUSTRIAL COMMUNICATIONS"