

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Petra Mezzanine Fund, L.P.		01/31/2006	LIMITED PARTNERSHIP: DELAWARE
Rocky Mountian Mezzanine Fund II, L.P.		01/31/2006	LIMITED PARTNERSHIP: COLORADO

RECEIVING PARTY DATA

Name:	IWL Communications, Incorporated
Street Address:	4000 South Sam Houston Parkway East
Internal Address:	c/o CapRock Holdings, Inc.
City:	Houston
State/Country:	TEXAS
Postal Code:	77048
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2745164	VSATXPRESS
Registration Number:	2284964	C CAPROCK
Registration Number:	2276194	CAPROCK COMMUNICATIONS WE GO BEYOND
Registration Number:	2278202	C CAPROCK COMMUNICATIONS WE GO BEYOND
Registration Number:	2316043	C
Registration Number:	2278201	C CAPROCK COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: (216)579-0212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jrmix@jonesday.com
 Correspondent Name: James R. Mix

CH \$165.00 2745164

Address Line 1: 901 Lakeside Ave.
Address Line 2: c/o James R. Mix, Legal Assistant
Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER:	560255-012053
NAME OF SUBMITTER:	James R. Mix
Signature:	/James R Mix/
Date:	02/02/2006

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (as amended, restated, supplemented or otherwise modified from time to time, this "*Agreement*"), dated as of January 31, 2006, from PETRA MEZZANINE FUND, L.P. ("*Petra*") and ROCKY MOUNTAIN MEZZANINE FUND II, L.P. ("*RMMF*," together with Petra, the "*Secured Parties*"), to IWL COMMUNICATIONS, INCORPORATED (the "*Assignor*").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of March 19, 2002, by and among IWL Acquisition Company (which merged into Assignor and is now known as IWL Communications, Incorporated) and the Secured Parties (the "*Note Purchase Agreement*"), a security interest (the "*Security Interest*") was granted by the Assignor to the Secured Parties in and to certain Collateral (as hereinafter defined), including without limitation the trademarks set forth on Schedule A to this Agreement (the "*Trademarks*"); and

WHEREAS, a Notice of Security Interest was recorded in the Trademark Office of the United States Patent and Trademark Office (the "*USPTO*") on May 20, 2002 at the Reel and Frame position set forth on Schedule A with respect to each of the Trademarks; and

WHEREAS, each Secured Party now desires to terminate and release, relinquish and discharge the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Assignor secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the parties hereto agree as follows:

1. Release. Each Secured Party hereby terminates and releases, relinquishes and discharges the Security Interest in the Collateral.

2. Collateral. The term "*Collateral*," as used herein, shall mean all of the Assignor's right, title and interest of every kind and nature in and to the following:

(i) all trademarks, trade names and service marks registered with the USPTO (including, without limitation, the Trademarks); (ii) all applications for the registration of trademarks, trade names and service marks filed with the USPTO; (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States; (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof; (v) all registrations and recordings with respect to any of the foregoing; (vi) all reissues, extensions and renewals of any of the foregoing; (vii) all corporate names, business names, trade styles, logos,

other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and each Secured Party shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis); (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof; (ix) all rights to sue for past, present or future infringements of any of the foregoing; (x) all goodwill related to any of the foregoing; (xi) to the extent not included above, all general intangibles of the Assignor related to the foregoing; and (xii) all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not a Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

3. Further Assurance. Each Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Signatures follow.]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

PETRA MEZZANINE FUND, L.P., as
Secured Party

By: Michael W. Blackburn
Name: Michael W. Blackburn
Title: Managing Member

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

On this 31st day of January, 2006, before me personally appeared MICHAEL BLACKBURN to me known who, being by me duly sworn, did depose and say that he/she is Managing Member of PETRA MEZZANINE FUND, L.P., the institution described herein and which executed the foregoing instrument, and that he/she signed his name thereto pursuant to the authority granted by PETRA MEZZANINE FUND, L.P.

Carol Gallino
Notary Public

ROCKY MOUNTAIN MEZZANINE
FUND II, L.P., as Secured Party

By: [Signature]
Name: STEPHEN SANGALI
Title: GENERAL PARTNER OF
ROCKY MOUNTAIN MEZZANINE FUND II, L.P.

STATE OF Colorado)
COUNTY OF Denver) SS:

On this 30 day of January, 2006, before me personally appeared Stephen Sangali's
to me known, who, being by me duly sworn, did depose and say that he/she is
general partner of ROCKY MOUNTAIN MEZZANINE FUND II, L.P., the institution
described herein and which executed the foregoing instrument, and that he/she signed his name
thereto pursuant to the authority granted by ROCKY MOUNTAIN MEZZANINE FUND II, L.P.

RITA HOEFT
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 06/20/2008

[Signature]
Notary Public

SCHEDULE A
TO TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Reel/Frame</u>
VSATXPRESS	United States of America	2745164	2517/0105
C CAPROCK w/ design	United States of America	2284964	2517/0087
CAPROCK COMMUNICATIONS WE GO BEYOND	United States of America	2276194	2517/0108
C CAPROCK COMMUNICATIONS WE GO BEYOND	United States of America	2278202	2517/0114
C w/ design	United States of America	2316043	2517/0111
C CAPROCK COMMUNICATIONS w/ design	United States of America	2278201	2517/0050