

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IWL Communications, Incorporated		02/01/2006	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Merrill Lynch Capital Corporation as Administrative Agent
<b>Street Address:</b>	4 World Financial Center
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10080
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2868098	IPXPRESS
Registration Number:	2915792	RELIABILITY TO THE EXTREME
Registration Number:	2745164	VSATXPRESS
Registration Number:	2278202	C CAPROCK COMMUNICATIONS WE GO BEYOND
Registration Number:	2278201	C CAPROCK COMMUNICATIONS
Registration Number:	2316043	C
Registration Number:	2284964	C CAPROCK
Registration Number:	2896960	C
Registration Number:	2752405	CAPROCK
Registration Number:	2752406	CAPROCK
Registration Number:	2861072	CAPROCK COMMUNICATIONS
Registration Number:	2276194	CAPROCK COMMUNICATIONS WE GO BEYOND
Registration Number:	2427857	WE GO BEYOND

**CORRESPONDENCE DATA**

**900042005**

**TRADEMARK  
 REEL: 003246 FRAME: 0170**

**CH \$340.00 2868098**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2027216405  
Email: christine.wilson@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	02/13/2006

**Total Attachments: 8**  
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## **First Lien Trademark Security Agreement**

**First Lien Trademark Security Agreement**, dated as of February 1, 2006, by IWL Communications, Incorporated (the "**Borrower**") and each Guarantor listed on Schedule II hereto (collectively, the "**Original Guarantors**," together with the Borrower, the "**Pledgors**"), in favor of Merrill Lynch Capital Corporation, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "**Administrative Agent**").

### **WITNESSETH:**

WHEREAS, Pledgors are party to a First Lien Security Agreement of even date herewith (the "**Security Agreement**") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in all of its right, title and interest in, to and under all of the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill connected with the use of and symbolized by such Trademarks;

and

(c) all Proceeds of any and all of the foregoing in each case (other than Excluded Assets).

**SECTION 3. Security Agreement.** The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

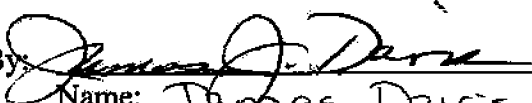
SECTION 4. Termination. Upon the full performance of the Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this First Lien Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

IWL COMMUNICATIONS, INCORPORATED

By:   
Name: James Davis  
Title: Vice President

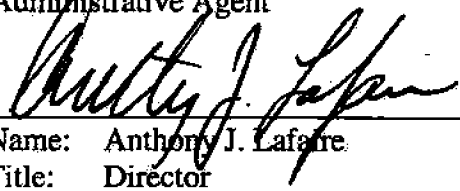
First Lien Trademark Security Agreement

TRADEMARK  
REEL: 003246 FRAME: 0174

Accepted and Agreed:

Merrill Lynch Capital Corporation,  
as Administrative Agent

By:






  
Name: Anthony J. Lafare  
Title: Director




First Lien Trademark Security Agreement

TRADEMARK  
REEL: 003246 FRAME: 0175


**SCHEDULE I**  
**to**  
**FIRST LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

MARK	JURISDICTION	REGISTRATION NUMBER/DATE	OWNER
IPXPRESS	U.S.	2868098 7/27/04	IWL Communications Inc.
RELIABILITY TO THE EXTREME	U.S.	2915792 1/4/05	IWL Communications Inc.
VSTXPRESS	U.S.	2745164 7/29/03	IWL Communications Inc.
* C CAPROCK COMMUNICATIONS WE GO BEYOND and Design 	U.S.	2278202 9/14/99	IWL Communications Inc.
* C CAPROCK COMMUNICATIONS and Design 	U.S.	2278201 9/14/99	IWL Communications Inc.
* C and Design 	U.S.	2316043 2/8/00	IWL Communications Inc.
* C CAPROCK and Design 	U.S.	2284964 10/12/99	IWL Communications Inc.
C LOGO 	U.S.	2896960 10/26/04	IWL Communications Inc.
CAPROCK	U.S.	2752405 8/19/03	IWL Communications Inc.

MARK	JURISDICTION	REGISTRATION NUMBER/DATE	OWNER
CAPROCK	U.S.	2752406 8/19/03	IWL Communications Inc.
CAPROCK COMMUNICATIONS	U.S.	2861072 7/6/04	IWL Communications Inc.
* CAPROCK COMMUNICATIONS WE GO BEYOND	U.S.	2276194 9/7/99	IWL Communications Inc.
** WE GO BEYOND	U.S.	2427857 2/13/01	CapRock Telecommunications Corp.
** CAPROCK TELECOMMUNICATIONS CORP. WHAT COMMUNICATIONS SHOULD BE and Design  	U.S. State- Arizona	43816 3/6/00	CapRock Telecommunications Corp.
** CAPROCK TELE- COMMUNICATIONS WHAT YOUR PHONE COMPANY SHOULD BE and Design  	U.S. State- Arizona	43817 3/6/00	CapRock Telecommunications Corp.
C LOGO  	Brazil	827272510 3/24/05	IWL Communications Inc.
CAPROCK COMMUNICATIONS	Brazil	827316666	IWL Communications Inc.




MARK	JURISDICTION	REGISTRATION NUMBER/DATE	OWNER
C LOGO 	Great Britain	2379362 5/20/05	IWL Communications Inc.
CAPROCK COMMUNICATIONS	Great Britain	2379363 5/20/05	IWL Communications Inc.

\* The Company and its Subsidiaries no longer offer the goods and services covered by these registrations. Therefore, they intend to allow these registrations to lapse by not filing Declarations of Use under Section 8 of the Lanham Act when they are due.

\*\* The record owner of these registrations is CapRock Telecommunications Corp. The Company acquired all right, title and interest in and to the CAPROCK mark in March 2002, but the assignment of these registrations was not recorded with the applicable governmental authorities. The Company and its Subsidiaries no longer use the marks that are the subject of these registrations and therefore intend to abandon these registrations.

**Trademark Applications:**

<b>MARK</b>	<b>JURISDICTION</b>	<b>APPLICATION NUMBER/DATE</b>	<b>OWNER</b>
C (LOGO) 	Indonesia	D00.2005. 06296.06353 3/4/05	IWL Communications Inc.
CAPROCK COMMUNICATIONS	Indonesia	D00.2005. 06296.06354 3/4/05	IWL Communications Inc.