

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                                     |
|----------------------------------|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>     | LICENSE  |                       |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Barjan Products, L.L.C.          |  | 08/06/1999            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                                     |
| <b>Name:</b>                     | Wilson Electronics, Inc.   |                       |                                     |
| <b>Street Address:</b>           | 3301 Deseret Drive   |                       |                                     |
| <b>City:</b>                     | St. George   |                       |                                     |
| <b>State/Country:</b>            | UTAH   |                       |                                     |
| <b>Postal Code:</b>              | 84790  |                       |                                     |
| <b>Entity Type:</b>              | CORPORATION: UTAH  |                       |                                     |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                       |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| Registration Number:             | 1356335  | WILSON                |                                     |
| Registration Number:             | 2346968  | WILSON                |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                                     |
| <b>Fax Number:</b>               | (310)473-9277  |                       |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                     |
| <b>Phone:</b>                    | 310-477-0578   |                       |                                     |
| <b>Email:</b>                    | l.rosen@prodigy.net  |                       |                                     |
| <b>Correspondent Name:</b>       | Leon D. Rosen, Esq.  |                       |                                     |
| <b>Address Line 1:</b>           | Freilich, Hornbaker & Rosen  |                       |                                     |
| <b>Address Line 2:</b>           | 10960 Wilshire Boulevard, Suite 1220   |                       |                                     |
| <b>Address Line 4:</b>           | Los Angeles, CALIFORNIA 90024  |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | WILSON 99/194, 98/264  |                       |                                     |
| <b>NAME OF SUBMITTER:</b>        | Leon D. Rosen, PTO Reg. 21,077   |                       |                                     |
| <b>Signature:</b>                | /Leon D. Rosen/  |                       |                                     |

CH \$65.00 1356335

Date:

05/30/2006

**Total Attachments: 7**

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## LIMITED LICENSE AGREEMENT

This **LIMITED LICENSE AGREEMENT** ("Agreement") is made and entered into as of the 6<sup>th</sup> day of August, 1999 by and between **WILSON ELECTRONICS, INC.**, a Utah corporation ("Licensee"), and **BARJAN PRODUCTS, L.L.C.**, a Delaware limited liability company ("Licensor").

**WHEREAS**, Licensee has used the trademark "Wilson" (the "Mark"), in connection with the development, manufacturing and distribution of antennas, antenna accessories, and other electronic products to CB dealers, distributors, and other customers on a nationwide CB Antenna business (the "Business");

**WHEREAS**, simultaneously herewith Licensor is acquiring substantially all of the assets of Licensee used in connection with the Business, including without limitation the Mark pursuant to that certain Asset Purchase Agreement dated as of August 6, 1999, by and between Licensor, Licensee, Wilson Antenna, Inc., a Nevada corporation, and the shareholders of Licensee and Wilson Antenna, Inc. (the "Purchase Agreement"), and as a condition to such acquisition, Licensee requires the execution and delivery by Licensor of this Agreement; and

**WHEREAS**, Licensee wishes to obtain an exclusive right and license to use the Mark in connection with selling, marketing or distributing those products specifically listed on **Exhibit A** hereto (the "Retained Product Lines"), and Licensor wishes to retain an exclusive right and license to use the Mark in connection with selling, marketing or distributing those products Licensor is acquiring pursuant to the Purchase Agreement (the "Acquired Product Lines").

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, together with those mutual promises and covenants contained in the Purchase Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, Licensor and Licensee agree as follows:

1. Grant of License. Licensor hereby grants to Licensee an exclusive (vis-a-vis Licensor and third parties), royalty-free right and license to use the Mark solely with respect to selling, marketing and distributing the Retained Product Lines.

2. Ownership of the Mark. Licensor shall at all times hereunder remain the owner of the Mark as used with the Retained Product Lines and the Acquired Product Lines, and any registrations that may be obtained thereof, including U.S. registration 1,356,335 and 2,034,892 for WILSON and any registration issuing from the application for registration of WILSON bearing Serial No. 75/670,041. Licensee shall obtain no right, title or interest in and to the Mark, or any other word, words, term, name or mark confusingly similar thereto for use with the Retained Product Lines. Licensee shall obtain no registrations of the mark or any Mark confusingly similar thereto for use with the Retained Product Lines.

3. Use of the Mark. Licensee acknowledges Licensor's exclusive right, title and interest in and to the Mark with the Acquired Product Lines and the Retained Product Lines. Licensee shall not at any time do or cause to be done any act or thing, directly or indirectly, contesting or in any way materially impairing Licensor's right, title or interest in the Mark. In connection with its permitted use of the Mark with the Retained Product Lines, Licensee shall not in any manner represent that it has any ownership interest in the Mark under this Agreement, and Licensee specifically acknowledges that its permitted use of the Mark shall not create in Licensee any right, title or interest in the Mark. Licensee shall distribute, market and sell the products bearing the Mark with the printed phrase "not affiliated with Wilson Antenna."

4. Quality Control.

Section 4.1. In order to protect the validity and integrity of the Mark and the goodwill associated therewith, Licensee shall use the Mark in a manner consistent with the manner presently used by Licensee on Retained Product Lines, and the quality of all Retained Product Lines associated with the Mark shall be consistent with the quality and shall meet the same standards as those Retained Product Lines existing as of the date of execution of this Agreement.

Section 4.2. Licensee shall make available to authorized representatives of Licensor any information or materials reasonably requested relating to such quality control or use of the Mark.

5. Terms and Termination.

Section 5.1. The License created herein shall be effective as of the date first above written and shall be perpetual unless terminated as provided for below.

Section 5.2. An "Event of Default" shall mean one of the following events: failure by either party to comply with any of the terms, conditions, representations or covenants of this Agreement and is subject to the terms and conditions of Section 5.3 concerning notice and an opportunity to cure a default. Notwithstanding the above, if an Event of Default occurs with respect to either party to this Agreement, then the other party may terminate this Agreement.

Section 5.3. A party may terminate this Agreement only after notice of the Event of Default is given to the other party and the other party fails to cure such default within five (5) days of the notice.

Section 5.4. Upon the termination of this Agreement due to an Event of Default by Licensee, Licensee shall immediately discontinue all use with Retained Product Lines of the Mark or any mark confusingly similar thereto. Without limitation, within sixty days following termination, Licensee shall delete the Mark from all use in advertising and promotions and on all packaging of Retained Product Line products and shall dispose of all inventory of Retained

Product Lines bearing any form of any of the Mark in a manner reasonably acceptable to Licensor.

Section 5.5. Termination hereunder shall be without prejudice to either party's right to recover damages resulting from a breach of the Agreement.

6. Indemnification.

Section 6.1. Licensee shall indemnify and hold Licensor harmless from and against any and all costs, losses, damages, obligations, expenses and liabilities arising out of claims made in connection with the use of the Mark with Retained Product Lines, including but not limited to, third party claims arising out of injury or death to persons or damage to property resulting from any occurrence whatsoever, or the performance of Licensee's duties under this License Agreement.

Section 6.2. Licensor shall indemnify and hold Licensee harmless from and against any and all costs, losses, damages, obligations, expenses and liabilities arising out of claims made in connection with use of the Mark with Acquired Product Lines, including but not limited to, third party claims arising out of injury or death to persons or damage to property resulting from any occurrence whatsoever, or Licensor's performance of this Agreement.

7. Disclaimer of Agency. The relationship of Licensor and Licensee shall be that of independent contractors. Neither this Agreement, nor any transaction under or relating to this Agreement, shall be deemed to create an agency, partnership or joint venture relationship between the Licensee and Licensor.

8. Headings. The headings of Sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

9. Amendment of Agreement. No modifications, changes, or additions to this Agreement shall be effective except by written amendment executed by both parties.

10. Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and merges all prior discussions, representations and negotiations with respect to this matter.

11. Severability. The invalidity of any provision of this Agreement shall not affect the enforceability of the other provisions of this Agreement, and the invalidity of any provision of this Agreement shall merely render such invalid provision ineffective.

12. Governing Law. This Agreement and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the State of Illinois, without regard to principles of choice of law, but any lawsuit shall be tried only in a federal or state court in Nevada.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. Notices. All notices, reports, records or other communications that are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by telecopy, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Licensee: Wilson Electronics, Inc.  
3301 Deseret Drive  
St. George, Utah 84790  
Facsimile: (435) 673-5003  
Attention: James Wilson

with a copy to: Gallian, Westfall, Wilcox & Wright  
59 South 100 East  
St. George, Utah 84770  
Facsimile: (435) 628-9561  
Attention: Russell J. Gallian

If to Licensor: c/o Pfingsten Partners, L.P.  
520 Lake Cook Road, Suite 375  
Deerfield, IL 60015  
Facsimile: (847) 374-9150  
Attention: Thomas S. Bagley

with a copy to: Katten Muchin & Zavis  
525 West Monroe Street, Suite 1600  
Chicago, IL 60661-3693  
Facsimile: (312) 902-1061  
Attention: Julie A. Kunetka, Esq.

or such other address as such party may have given to the other parties by notice pursuant to this Section 14. Notice shall be deemed given on (i) the date such notice is personally delivered, (ii) three days after the mailing if sent by Certified or Registered Mail, (iii) one day after the date of delivery to the overnight courier if sent by overnight courier, or (iv) the next succeeding day after transmission by facsimile.

15. Assignment. Licensee may assign its rights hereunder to any person or entity who or which acquires substantially all of the assets or stock of Licensee, only if the Assignee agrees to abide by all terms and conditions of this License Agreement and provides Licensor written confirmation of such agreement. Licensee may not otherwise assign, sublicense, sell, or otherwise transfer any or all of its rights or delegate all or any of its obligations hereunder to any person or entity.

[signature page to follow]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement in duplicate originals to be effective on the date first stated above.

**BARJAN PRODUCTS, L.L.C.,**  
a Delaware limited liability company

By: Thomas S. Bagley  
Name: Thomas S. Bagley  
Title: Vice President

**WILSON ELECTRONICS, INC.**  
a Utah corporation

By: James W. Wilson  
Name: James W. Wilson  
Title: President



**EXHIBIT A  
RETAINED PRODUCT LINES**

1. Cellular antenna and accessories and commercial and amateur 2-way antennas and radios; and
2. CB radios and antennas specifically designed and marketed to all-terrain vehicles and the snowmobile market.

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