

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-----------------------|
| Wireless Facilities, Inc. | | 10/02/2006 | CORPORATION: DELAWARE |
| WFI Government Services, Inc. | | 10/02/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | KeyBank National Association, as administrative agent |
| Street Address: | Three Embarcadero Center |
| Internal Address: | Suite 2900 |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94111 |
| Entity Type: | National Association: |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 75862692 | WFI |
| Serial Number: | 75862691 | WFI |
| Serial Number: | 75743120 | WFI |
| Serial Number: | 75744274 | WFI |
| Serial Number: | 78442940 | HOTSHEET |
| Serial Number: | 75543925 | THE GLOBAL LEADER IN TELECOM OUTSOURCING |
| Serial Number: | 76218456 | DYNAMIC TRACKER |

CORRESPONDENCE DATA

Fax Number: (312)258-5600

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: mashton@schiffhardin.com

Correspondent Name: Mark E. Ashton / Schiff Hardin LLP

Address Line 1: 6600 Sears Tower

TRADEMARK

REEL: 003420 FRAME: 0857

900061710

CH \$190.00 75862692

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 33227-0007

NAME OF SUBMITTER: Mark E. Ashton

Signature: /Mark E. Ashton/

Date: 11/02/2006

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of October 2, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of KeyBank National Association, as Administrative Agent (the "*Administrative Agent*") for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, Wireless Facilities Inc., a Delaware corporation, has entered into a Credit Agreement dated as of October 2, 2006 (as amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with KeyBank National Association, as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the Issuing Lender under the Credit Agreement, each Grantor has executed and delivered that certain General Security Agreement dated as of October 2, 2006 between the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Administrative Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be

supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "Trademarks");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of the Secured Obligations (as defined in the Security Agreement) of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

4810 Eastgate Mall
San Diego, CA 92121 USA

WIRELESS FACILITIES, INC., a Delaware corporation

By: 

Name: SCOTT M. BRICKNER

Title: TREASURER

Address for Notices:

c/o Wireless Facilities, Inc.
4810 Eastgate Mall
San Diego, CA 92121 USA

WFI GOVERNMENT SERVICES, INC., a Delaware corporation

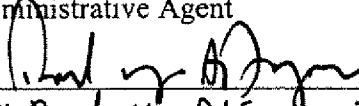
By: 

Name: ADAM LARSON

Title: SECRETARY

IN WITNESS WHEREOF, the Administrative Agent has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Raed Y. Alfayumi
Title: Vice President

Address for Notices:

Three Embarcadero Center
Suite 2900
San Francisco, CA 94111

**Schedule A to the
IP Security Agreement**

PATENTS

| Grantor | Patent | Serial No. | Reg. No. | Filing Date | Reg. Date |
|-------------------------------------|--|-------------------|-----------------|--------------------|------------------------|
| WFI Government Services, Inc. | Voice Recognition System and Method for Tactical Response | 10/752,172 | N/A | 12/03/1999 | Application Pending |

**Schedule B to the
IP Security Agreement**

FEDERAL TRADEMARKS

| Grantor | Trademarks | Serial No. | Reg. No. | Filing Date | Reg. Date |
|---------------------------|---|-------------------|-----------------|--------------------|------------------|
| Wireless Facilities, Inc. | Service Mark "WFI" and design (Int. Cl. 42) | 75/862,692 | 2,412,390 | 12/03/1999 | 12/12/2000 |
| Wireless Facilities, Inc. | Service Mark "WFI" and design (Int. Cl. 37) | 75/862,691 | 2,412,389 | 12/03/1999 | 12/12/2000 |
| Wireless Facilities, Inc. | Service Mark "WFI" (Int. Cl. 38) | 75/743,120 | 2,333,365 | 07/06/1999 | 03/21/2000 |
| Wireless Facilities, Inc. | Service Mark "WFI" (Int. Cl. 42) | 75/744,274 | 2,333,377 | 07/06/1999 | 03/21/2000 |
| Wireless Facilities, Inc. | "Hotsheet" (Int. Cl. 9) | 78/442,940 | 2,987,569 | 06/29/2004 | 08/23/2005 |
| Wireless Facilities, Inc. | Service Mark "The Global Leader in Telecom Outsourcing" (Int. Cl. 37, 42) | 75/543,925 | 2,424,166 | 08/27/1998 | 01/23/2001 |
| Wireless Facilities, Inc. | Service Mark "Dynamic Tracker" (Int. Cl. 42) | 76/218,456 | 2,617,288 | 03/01/2001 | 09/10/2002 |

INTERNATIONAL TRADEMARKS

| Name & Country | Application Number | Application Filing Date | Registration Number | Registration Date | Owner |
|--|---------------------------|--------------------------------|----------------------------|--------------------------|--------------|
| WFI Country: Canada | 1098589 | 04/05/2001 | TMA580,054 | 04/29/2003 | WFI |
| WFI & design Country: Canada | 1098588 | 04/05/2001 | TMA580,068 | 04/29/2003 | WFI |
| WFI Country: European Union | 001858604 | 09/18/2000 | 001858604 | 10/24/2001 | WFI |
| WFI & design Country: European Union | 001858679 | 09/18/2000 | 001858az679 | 11/20/2001 | WFI |
| WFI Country: Mexico | 456,664 | 11/06/2000 | 689,609 | 11/6/2000 | WFI |
| WFI Country: Mexico | 456,665 | 11/6/2000 | 768,113 | 11/6/2000 | WFI |
| WFI & design Country: Mexico | 457,578 | 11/10/2000 | 735,907 | 11/10/2000 | WFI |
| WFI & design Country: Mexico | 457,579 | 11/10/2000 | 695,807 | 11/10/2000 | WFI |
| WFI Country: Turkey | 2000/24007 | 11/3/2000 | 2000 24007 | 11/3/2000 | WFI |
| WFI & design Country: Turkey | 2000/24006 | 11/3/2000 | 2000 24006 | 11/3/2000 | WFI |
| WFI Country: Brazil | 822.839.032 | 12/1/2000 | Not yet available* | Not yet available* | WFI |
| WFI Country: Brazil | 822.839.059 | 12/1/2000 | Not yet available* | Not yet available* | WFI |
| WFI & design Country: Brazil | 822.839.024 | 12/1/2000 | Not yet available* | Not yet available* | WFI |

| | | | | | |
|------------------------------------|-------------|-----------|-----------------------|-----------------------|-----|
| WFI & design Country: Brazil | 822.839.040 | 12/1/2000 | Not yet available* | Not yet available* | WFI |
|------------------------------------|-------------|-----------|-----------------------|-----------------------|-----|

*These Brazilian trademark applications have been approved for registration. We are awaiting formal action by the Brazilian Trademark Office.

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

| Grantor | Copyrights | Country | Reg. No. | Reg. Date |
|------------------------------|-------------------|----------------|-----------------|------------------|
| Wireless Facilities, Inc. | NetStats | USA | TXu 937-013 | 02/10/2000 |
| Wireless Facilities, Inc. | NetOptimizer | USA | TXu 937-012 | 02/10/2000 |
| Wireless Facilities, Inc. | NetView | USA | TXu-811-915 | 12/03/1997 |

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SCHEDULE C TO THE INTELLECTUAL PROPERTY AGREEMENT

RECORDED: 11/02/2006

**TRADEMARK
REEL: 003420 FRAME: 0867**