



RECORDATION FORM COVER SHEET  
CONTINUATION SHEET FOR ITEM 4

Conveying Party: Wireless Facilities, Inc.

Receiving Party: Burgundy Acquisition Corporation

4. Application number(s) or registration number(s) and identification or description of the Trademark.	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2412389
C. Identification or Description of Trademark(s)	
Design plus letters: WFI and globe with continents	

4. Application number(s) or registration number(s) and identification or description of the Trademark.	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2333377
C. Identification or Description of Trademark(s)	
Typed Drawing: WFI	

4. Application number(s) or registration number(s) and identification or description of the Trademark.	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2333365
C. Identification or Description of Trademark(s)	
Typed Drawing: WFI	

4. Application number(s) or registration number(s) and identification or description of the Trademark.	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2617288
C. Identification or Description of Trademark(s)	
Typed Drawing: Dynamic Tracker	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Trademark Assignment*") is made and delivered this 23<sup>rd</sup> day of July, 2007, by Wireless Facilities, Inc., a Delaware corporation ("*Assignor*") for the benefit of Burgundy Acquisition Corporation, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor has adopted, is the owner of, has used and is using certain unregistered trademarks, registered trademarks and applications for registration of trademarks in the United States and in foreign countries as set forth on Schedule A (collectively, the "*Trademarks*"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of July 7, 2007 ("*Purchase Agreement*"), pursuant to which Assignee has agreed to purchase from Assignor the Trademarks. Capitalized terms used in this Trademark Assignment have the same meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by Assignor, and subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all of Assignor's worldwide right, title and interest in and to each of the following:

- (A) the Trademarks; and
- (B) the following properties and rights with respect to all such Trademarks:
  - (i) all goodwill associated with the business related to the Trademarks together with Assignor's entire and exclusive rights title and interest in and to the Trademarks;
  - (ii) all rights to use, license and otherwise exploit the Trademarks;
  - (iii) all foreign trademarks that may claim priority based on and correspond to the Trademarks;
  - (iv) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any Trademark, with respect to which Assignor hereby waives any right to receive any portion thereof;
  - (v) all rights in and under the Trademarks to the fullest extent allowed by Law as fully as the Assignor would have held the same in the absence of this assignment; and

(vi) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Trademarks, including the right to fully and entirely replace the Assignor in all related matters.

FURTHERMORE, Assignor covenants and agrees, at its own expense, to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Trademark Assignment.

FURTHERMORE, Assignor hereby authorizes and requests the United States Patent and Trademark Office and any foreign Governmental Entity to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed and delivered as of the date first above written.

WIRELESS FACILITIES, INC.,  
a Delaware corporation

By: [Signature]  
Name: James R. Edwards  
Title: Sr. Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

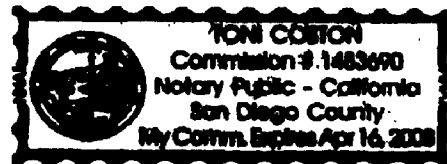
On July 23, 2007 before me, Toni Coster (the undersigned notary), personally appeared James R. Edwards personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[seal]

[Signature]

Notary Public



**SCHEDULE A**

**1. U.S. FEDERAL TRADEMARKS**

**(a) CURRENT**

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
WFI and design Type: Service Mark Int. Cl. 42	75/862,692	12/03/1999	2,412,390	12/12/2000
WFI and design Type: Type: Service Mark Int. Cl. 37	75/862,691	12/03/1999	2,412,389	12/12/2000
WFI Type: Service Mark Int. Cl. 38	75/743,120	07/06/1999	2,333,365	03/21/2000
WFI Type: Service Mark Int. Cl. 42	75/744,274	07/06/1999	2,333,377	03/21/2000
Dynamic Tracker Type: Service Mark Int. Cl. 42	76/218,456	03/01/2001	2,617,288	09/10/2002

**(b) ABANDONED**

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Next Generation Networks Type: Service Mark Int. Cl. 35, 38, 42, 45	78/534,036	12/16/2004	N/A.	N/A
The Global Leader in Telecom Outsourcing Type: Service Marks Int. Cl. 37, 42	75/543,925	08/27/1998	2,424,166	01/23/2001
We Make Wireless Work Type: Service Mark Int. Cl. 38	75/804,993	09/23/1999	N/A.	N/A
We Make Wireless Work Type: Service Mark Int. Cl. 42	75/804,991	09/23/1999	N/A	N/A

**2. INTERNATIONAL TRADEMARKS**

**(a) CURRENT**

<b>TRADEMARK</b>	<b>APPLN. NUMBER</b>	<b>FILING DATE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
WFI Country: Canada Int. Cls. 38, 42	1098589	04/05/2001	TMA580,054	04/29/2003
WFI & design Country: Canada Int. Cls. 37, 42	1098588	04/05/2001	TMA580,068	04/29/2003
WFI Country: European Union Type: Community Trademark Int. Cl. 38, 42	001858604	09/18/2000	001858604	10/24/2001
WFI & design Country: European Union Type: Community Trademark Int. Cl. 37, 38, 42	001858679	09/18/2000	001858679	11/20/2001
WFI Country: Mexico Int. Cl. 38	456,664	11/06/2000	689,609	11/6/2000
WFI Country: Mexico Int. Cl. 42	456,665	11/6/2000	768,113	11/6/2000
WFI & design Country: Mexico Int. Cl. 42	457,578	11/10/2000	735,907	11/10/2000
WFI & design Country: Mexico Int. Cl. 37	457,579	11/10/2000	695,807	11/10/2000
WFI Country: Turkey Int. Cl. 38, 42	2000/24007	11/3/2000	2000 24007	11/3/2000
WFI & design Country: Turkey Int. Cl. 37, 40, 42	2000/24006	11/3/2000	2000 24006	11/3/2000
WFI Country: Brazil In. Cl. 38	822.839.032	12/1/2000	822.839.032	10/10/2006
WFI Country: Brazil Int. Cl. 42	822.839.059	12/1/2000	822.839.059	10/10/2006

<b>TRADEMARK</b>	<b>APPLN. NUMBER</b>	<b>FILING DATE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
WFI & design Country: Brazil Int. Cl. 37	822.839.024	12/1/2000	822.839.024	10/10/2006
WFI & design Country: Brazil Int. Cl. 42	822.839.040	12/1/2000	822.839.040	10/10/2006