

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BELL INDUSTRIES, INC.		06/13/2008	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VELOCITA WIRELESS LLC
<b>Street Address:</b>	10 WOODBRIDGE CENTER DRIVE
<b>City:</b>	WOODBIDGE
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07095
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1505191	SKYPAGER
Registration Number:	1488238	SKYPAGER
Registration Number:	1559271	
Registration Number:	1517492	SKYTALK
Registration Number:	1592384	SKYWORD
Registration Number:	1775044	SKYTEL
Registration Number:	2067735	SKYLINK
Registration Number:	2157144	SKYLINK
Registration Number:	2111125	SKYTEL ACCESS
Registration Number:	2077033	NATIONWIDE NOW
Registration Number:	2131296	SKYWRITER
Registration Number:	2269678	SKYREPLY
Registration Number:	2444842	SKYTEL CUSTOM NEWSCASTS
Registration Number:	2577125	THE FIRST NAME IN ADVANCED MESSAGING

OP \$390.00 1505191

Registration Number:

2827789

SKYTEL

**CORRESPONDENCE DATA**

Fax Number: (212)916-2940

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

Phone: 212-297-5800

Email: nytrademark@daypitney.com

Correspondent Name: STEPHEN W. FEINGOLD

Address Line 1: 7 TIMES SQUARE

Address Line 2: DAY PITNEY LLP

Address Line 4: NEW YORK, NEW YORK 10036-7311

ATTORNEY DOCKET NUMBER:

700645-000000

NAME OF SUBMITTER:

Stephen W. Feingold

Signature:

/stephen w. feingold/

Date:

09/22/2008

**Total Attachments: 2**

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**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS is effective as of June 13, 2008, between Bell Industries Inc., a California corporation, having a business address of 8888 Keystone Crossing, Suite 1700, Indianapolis, Indiana ("ASSIGNOR"), and Velocita Wireless LLC, a Delaware limited liability company, having a business address of 10 Woodbridge Center Drive, Woodbridge, New Jersey ("ASSIGNEE").

WHEREAS, ASSIGNEE has entered into an Asset Purchase Agreement dated March 30, 2008 (the "Agreement") wherein ASSIGNEE is purchasing certain property and assets of ASSIGNOR, including certain intellectual property;

WHEREAS, ASSIGNOR is desirous of conveying all of its right, title and interest in and to the trademarks and the trademark registrations and registration applications therefor identified in the attached Exhibit A-1 ("Trademarks"); and

WHEREAS, ASSIGNEE is desirous of acquiring the aforesaid Trademarks, together with the goodwill of the business symbolized by the Trademarks, the aforesaid trademark registrations and registration applications, that portion of ASSIGNOR's business which is symbolized by the Trademarks, together with the right to file the Trademarks in foreign countries (subject, however, to applicable laws in such foreign countries), and the right to recover damages for any past and future acts of infringement associated with the Trademarks.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to any rights and licenses granted to third parties on or before the effective date hereof, ASSIGNOR does hereby assign unto ASSIGNEE all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the aforesaid trademark registration and registration applications, that portion of ASSIGNOR's business which is symbolized by the Trademarks, together with the right to file the Trademarks in foreign countries (subject, however, to applicable laws in such foreign countries); and the right to recover damages for any past and future acts of infringement associated with the Trademarks.

ASSIGNOR hereby agrees to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, reasonably necessary to effect or evidence the assignment to ASSIGNEE of (i) the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the aforesaid trademark registration and registration applications, that portion of ASSIGNOR's business which is symbolized by the Trademarks, (ii) the right to file the Trademarks in foreign countries (subject, however, to applicable laws in such foreign countries), and (iii) the right to recover damages for any past and future acts of infringement associated with the Trademarks.

ASSIGNOR: BELL INDUSTRIES, INC.

By: Hein J. Thyrin

Name: \_\_\_\_\_

Title: \_\_\_\_\_

41222411.2

Exhibit A-1

**TRADEMARKS**

<u>Design/Word Marks:</u>	<u>Registration No.:</u>
SKYPAGER	1,505,191
SKYPAGER	1,488,238
Logo for Skypager	1,559,271
SKYTALK	1,517,492
SKYWORD	1,592,384
SKYTEL	1,775,044
SKYLINK	2,067,735
SKYLINK	2,157,144
SKYTEL ACCESS	2,111,125
NATIONWIDE NOW	2,077,033
SKYWRITER	2,131,296
SKYREPLY	2,269,678
SKYTEL CUSTOM NEWSCASTS	2,444,842
THE FIRST NAME IN	2,577,125
ADVANCED MESSAGING	
SKYTEL	2,827,789
logo for Skytel	

Exhibit A-1 to Assignment of Trademarks

41222411.2