

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Intellectual Property Security Agreement to that certain Credit Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goodman Networks, Inc.		06/24/2009	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, national banking association		
<b>Street Address:</b>	2100 Ross Avenue; Suite 1850		
<b>Internal Address:</b>	Attn: Tim Culver		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	a national banking association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3518795	GOODMAN NETWORKS	
<b>Registration Number:</b>	3593614	G GOODMANNETWORKS NETWORK KNOWLEDGE... DELIVERED.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147581500		
<b>Email:</b>	estafford@pattonboggs.com		
<b>Correspondent Name:</b>	Elizabeth Stafford, IP Specialist		
<b>Address Line 1:</b>	2001 Ross Avenue; Suite 3000		
<b>Address Line 2:</b>	Patton Boggs LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	009125.0153		
<b>NAME OF SUBMITTER:</b>	Liz Stafford, Senior IP Specialist		

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Signature:	/Liz Stafford, Senior IP Specialist/
Date:	07/02/2009
Total Attachments: 8 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of June 24, 2009, is made by the Person listed on the signature page hereof (the "Grantor") in favor of PNC Bank, National Association, as Agent (the "Agent") for the Lenders party from time to time to the Credit Agreement referred to below.

WHEREAS, GOODMAN NETWORKS INCORPORATED, a corporation organized under the laws of the State of Texas, has entered into a Revolving Credit and Security Agreement, dated as of June 24, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement), with the Agent and the Lenders party thereto;

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States 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, the Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by the Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

(b) "Copyright License" means any and all rights now owned or hereafter acquired by the Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration.

(c) "Patents" shall mean one or all of the following now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires any rights: (i) all letters patent of

the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations or extensions of any of the foregoing, and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell and/or practice any invention or discovery that is the subject matter of a Patent.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration.

SECTION 2. Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. Release of Security Interest. Pursuant to the Credit Agreement, upon the indefensible payment in full, in cash, of all Obligations and the termination of the Credit Agreement, Agent shall execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Collateral that has been granted hereunder.

SECTION 6. Execution in Counterparts. This IP Security 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.

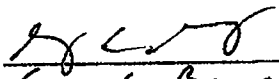
SECTION 7. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 8. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

*[Signatures follow.]*

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

GOODMAN NETWORKS INCORPORATED

By:   
Name: Gary C. Barnett  
Title: CEO

ACKNOWLEDGMENT

STATE OF Texas :  
 : SS  
COUNTY OF Collin :

Before me, the undersigned, a Notary Public, on this 24 day of June, 2009 personally appeared Gary C. Barrett, to me known personally, who, being by me duly sworn, did say that he/she is the CEO of Goodman Networks, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said CEO acknowledged said instrument to be his/her free act and deed.

Notary Public  
My Commission Expires: 03/12/2013

(SEAL)



Misty Prince

**SCHEDULE A**  
**PATENTS AND PATENT LICENSES**

**NONE**



**SCHEDULE B**

**TRADEMARKS AND TRADEMARK LICENSES**

<b>TRADEMARK</b>	<b>NUMBER</b>	<b>DATE</b>	<b>JURISDICTION OF REGISTRATION</b>
GOODMAN NETWORKS	3,518,795	October 21, 2008	USA
G Goodman <b>Networks</b> Network Knowledge...Delivered (and design)	3,593,614	March 24, 2009	USA

**SCHEDULE C**  
**COPYRIGHTS AND COPYRIGHT LICENSES**

**NONE**