

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Coral Wireless, LLC		09/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Administrative Agent		
<b>Street Address:</b>	Agency Services, 303 Peachtree Street, N.E., 4th Floor		
<b>Internal Address:</b>	Attn: Christopher Reasoner		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3464113	SIMPLE. DIFFERENT. BETTER.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-581-8275		
<b>Email:</b>	srbrown@jonesday.com		
<b>Correspondent Name:</b>	Sidney R. Brown		
<b>Address Line 1:</b>	1420 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	566957-640021		
<b>NAME OF SUBMITTER:</b>	Sidney R. Brown		
<b>Signature:</b>	/Sidney R. Brown/		

OP \$40.00 3464113

Date:

09/08/2010

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

(CORAL WIRELESS, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between CORAL WIRELESS, LLC, a Delaware limited liability company (the "Grantor"), and SUNTRUST BANK (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of September 2, 2010 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor and certain of its Affiliates, the Administrative Agent, and the Lenders.

### RECITALS:

A The Grantor, certain of Grantor's Affiliates, and the Administrative Agent on behalf of the Secured Parties have entered into that certain Pledge and Security Agreement, dated as of September 2, 2010 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement or if not defined therein, the Credit Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and Security Interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and trademark Licenses, and all products and Proceeds thereof, to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and
- (2) each trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and

trademark License, including, without limitation, any trademark or Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.


The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the indefeasible payment in full in cash and the performance of the Secured Obligations (other than contingent obligations and Bank Product Obligations which are not by their terms required to be satisfied upon the termination of the Credit Agreement) and cancellation of the Commitments under the Credit Agreement, the Lien and security interest granted hereunder shall automatically terminate and the Administrative Agent shall promptly take any actions reasonably necessary to terminate and release the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

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ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By:   
Name: KEITH A. COX  
Title: MANAGING DIRECTOR

[MOBI - Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the 2nd day of September, 2010.

GRANTOR:

CORAL WIRELESS, LLC, as the Grantor

By: 

Name: William J. Jones

Title: President & CEO

[MOBI - Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004273 FRAME: 0774**

**Schedule 1**

**to**

**Trademark Security Agreement**

**FEDERAL TRADEMARKS**

<b>Owner of Record</b>	<b>Country of Registration</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>
Coral Wireless, LLC	US	SIMPLE. DIFFERENT. BETTER	3464113	10/6/05