

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
GLOBE WIRELESS, LLC		02/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
GLOBE WIRELESS (UK) LIMITED		02/14/2011	Company formed under the laws of England and Wales: UNITED KINGDOM
GLOBE WIRELESS, INC.		02/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2652643	SEAWAVE
Registration Number:	2292460	GLOBEOFFSHORE
Registration Number:	2031752	GLOBEEMAIL
Registration Number:	1940938	GLOBE WIRELESS

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien
 Address Line 1: c/o Cooley LLP

CH \$115.00 2652643

Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1208 GLOBE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/18/2011

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 14, 2011 by and between COMERICA BANK ("Bank") and GLOBE WIRELESS, LLC, GLOBE WIRELESS (UK) LIMITED and GLOBE WIRELESS, INC. (each, a "Grantor", and, collectively, the "Grantors").

RECITALS

A. Grantors and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of March 26, 2008, as amended from time to time, including but not limited to, by that certain First Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of February 6, 2009, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of March 27, 2009, that certain Third Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of June 18, 2009, that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of September 28, 2009, that certain Fifth Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of November 10, 2009, that certain Consent Letter dated as of January 8, 2010, that certain Forbearance to Amended and Restated Loan and Security Agreement dated February 5, 2010, that certain Amended and Restated Forbearance to Amended and Restated Loan and Security Agreement dated as of February 26, 2010, that certain Forbearance to Amended and Restated Loan and Security Agreement dated as of March 8, 2010, that certain Sixth Amendment and Forbearance to Amended and Restated Loan and Security Agreement dated as of April 27, 2010, those certain Reservation of Rights letters dated June 4, 2010 and June 14, 2010, respectively, that certain Seventh Amendment and Forbearance to Amended and Restated Loan and Security Agreement dated as of June 25, 2010, that certain Eighth Amendment and Forbearance to Amended and Restated Loan and Security Agreement dated as of August 3, 2010, that certain Ninth Amendment and Forbearance to Amended and Restated Loan and Security Agreement dated as of August 31, 2010, that certain Tenth Amendment and Forbearance to Amended and Restated Loan and Security Agreement dated as of October 27, 2010, and that certain Eleventh Amendment and Forbearance to Amended and Restated Loan and Security Agreement dated as of December 27, 2010 (collectively, the "Original Agreement"). The parties desire to amend and restate the Original Agreement in accordance with the terms of the Second Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Restated Loan Agreement").

B. Pursuant to the terms of the Restated Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Restated Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Restated Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Restated Loan Agreement and the other Loan Documents, and those which are now

or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Restated Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Restated Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of each Grantor:

GLOBE WIRELESS, LLC

1571 Robert J. Conlan Boulevard, NE
Palm Bay, Florida 32905

By: _____
Title: _____

Attn: Chief Executive Officer

GLOBE WIRELESS (UK) LIMITED

By:  _____
Title: *VP Operations* _____

GLOBE WIRELESS, INC.

By: _____
Title: _____

BANK:

Address of Bank:

COMERICA BANK

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

By: _____
Title: _____

Attn: Livonia Operations Center

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of each Grantor:

1571 Robert J. Conlan Boulevard, NE
Palm Bay, Florida 32905

Attn: Chief Executive Officer

GLOBE WIRELESS, LLC

By: Ronald L. Lippold
Title: SECRETARY

GLOBE WIRELESS (UK) LIMITED

By: _____
Title: _____

GLOBE WIRELESS, INC.

By: Ronald L. Lippold
Title: SECRETARY

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

COMERICA BANK
By: Shelley A. M. [Signature]
Title: SUP

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

Description

**Registration
Number**

Registration Date

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
SEAWAVE	2,652,643	11/19/02
GLOBEOFFSHORE	2,292,460	11/16/99
GLOBEEMAIL	2,031,752	01/21/97
GLOBE WIRELESS	1,940,938	12/12/95