

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Wireless Source, Inc.		03/25/2011	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wireless Source Acquisition, LLC		
Street Address:	4200 Columbus Dr.		
City:	Ottawa		
State/Country:	ILLINOIS		
Postal Code:	61350		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2878780	THE WIRELESS SOURCE	
CORRESPONDENCE DATA			
Fax Number:	(312)207-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Kevin Xu		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Kevin Xu		
Signature:	/Kevin Xu/		
Date:	03/25/2011		
Total Attachments: 7			

OP \$40.00 2878780

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**TRADEMARK
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), dated as of March 25, 2011, is made and entered into by and between The Wireless Source, Inc., a Michigan corporation (“**Assignor**”), and Wireless Source Acquisition, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 25, 2011 (the “**Asset Purchase Agreement**”), by and among Assignee, Assignor and Robert Sullivan, an individual resident of Michigan, pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor’s right, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, in consideration of the transactions contemplated by the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the trademarks, service marks, trade names and trademark and service mark registrations and applications (including intent-to-use applications) set forth on Schedule A attached hereto (collectively, the “**Marks**”), and all goodwill symbolized by and associated with the business conducted under such Marks, which business is ongoing and existing (the “**Goodwill**”); and

WHEREAS, Assignee desires to accept the assignment of all of Assignor’s right, title and interest in and to said Marks and all goodwill symbolized by and associated with the business conducted under such Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee the entire right, title, interest in, to and under the Marks and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee any and all causes of action and rights to bring suit for past infringement of the Marks.
2. Assignor hereby represents and warrants that: (a) no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment; (b) no claim is pending or, to the knowledge of Assignor, threatened in writing, which challenges the validity, legality, enforceability, use or ownership of the Marks; (c) Assignor has no knowledge that the use of the Marks conflicts with, infringes upon, violates or interferes with or constitutes an appropriation of any Mark of any third party; and (d) to the knowledge of Assignor no third party is infringing upon the Marks.
3. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Marks.

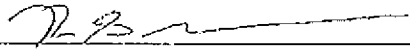
4. The Marks are being provided on an “as is” basis and Assignor makes no representations or warranties (except as set forth in Section 2 above) and provides no indemnification, expressed or implied, concerning the Marks including, but not limited to, (i) the validity or scope of any of the Marks; or (ii) that the Marks will be free from infringement of any patent, trademark, copyright or other rights of any third party.
5. Upon reasonable notice given by Assignee, Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee’s ownership of, the Marks and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Marks.
6. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor’s place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 5 above.
7. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

ASSIGNOR:

THE WIRELESS SOURCE, INC., a Michigan corporation

By: 
Name: _____
Its: _____

ASSIGNEE:

WIRELESS SOURCE ACQUISITION, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

(Signature Page to Trademark Assignment)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.


ASSIGNOR:

THE WIRELESS SOURCE, INC., a Michigan corporation

By: _____
Name: _____
Its: _____

ASSIGNEE:

WIRELESS SOURCE ACQUISITION, LLC, a Delaware limited liability company

By:  _____
Name: Dan Ruhl
Its: President

SCHEDULE A

MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
THE WIRELESS SOURCE	76529870	July 16, 2003	2878780	August 31, 2004	Registered

[Schedule A to Trademark Assignment]

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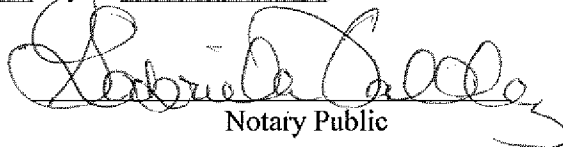
STATE OF Michigan)

) SS:

COUNTY OF Oakland)

The undersigned, a Notary Public within and for said County and State, duly commissioned and acting, does hereby certify on this 24th day of March, 2011, that Robert Sullivan, the President of The Wireless Source, Inc., a Michigan corporation, personally known to me to be the same person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President of said corporation, and that he signed and delivered the same on behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

GIVEN under my hand and notarial seal this 24th day of March, 2011.


Notary Public

My commission expires:

8-14-2012

My County of Residence:

Oakland

GABRIELA VALDEZ
No. _____
GABRIELA VALDEZ
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF OAKLAND
MY COMMISSION EXPIRES: Aug. 14, 2012
ACTING IN COUNTY OF Oakland

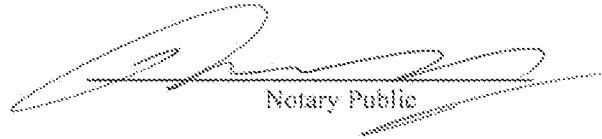
STATE OF Illinois)

) SS:

COUNTY OF Cook)

The undersigned, a Notary Public within and for said County and State, duly commissioned and acting, does hereby certify on this 25th day of March, 2011, that Daniel P. Ruhl, the President of Wireless Source Acquisition, LLC, a Delaware limited liability company, personally known to me to be the same person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President of said limited liability company, and that he signed and delivered the same on behalf of said limited liability company, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

GIVEN under my hand and notarial seal this 25 day of March 2011.

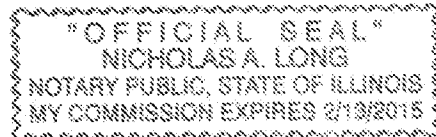

Notary Public

My commission expires:

My County of Residence:

2/13/15

Cook



[Notary Page to Trademark Assignment]