

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UniTek Global Services, Inc.		04/15/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FBR Capital Markets LT, Inc., as Administrative Agent		
<b>Street Address:</b>	237 Park Avenue, 19th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85050269	UNITEK GLOBAL SERVICES CONNECTING THE WIRED AND WIRELESS WORLDS	
<b>Serial Number:</b>	85050318	CONNECTING THE WIRED AND WIRELESS WORLDS	
<b>Registration Number:</b>	3900442	UNITEK GLOBAL SERVICES	
<b>Serial Number:</b>	85044124	UNITEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-2222		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Marcela Robledo, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	028655/0013		

OP \$115.00 85050269

**900190074**

**TRADEMARK  
 REEL: 004527 FRAME: 0449**

NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	04/22/2011
<b>Total Attachments: 7</b> source=UniGS#page1.tif source=UniGS#page2.tif source=UniGS#page3.tif source=UniGS#page4.tif source=UniGS#page5.tif source=UniGS#page6.tif source=UniGS#page7.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of April 15, 2011 is made by UniTek Global Services, Inc., a Delaware corporation located at 1777 Sentry Parkway, Blue Bell, PA (the “Borrower”), in favor of FBR Capital Markets LT, Inc., a Delaware corporation, as Administrative Agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of April 15, 2011 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among UniTek Global Services, Inc. (the “Borrower”), the Lenders, FBR Capital Markets Co., as Documentation Agent, Syndication Agent and Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 15, 2011 in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all Intellectual Property now owned or at any time hereafter acquired, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower, the Borrower agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, all of the Borrower’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the

prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Borrower's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNITEK GLOBAL SERVICES, INC.,  
as Grantor

By: 

Name: Ronald Lejman

Title: Chief Financial Officer

Date:

[Signature Page to IP Security Agreement]

FBR CAPITAL MARKETS LT, INC.,  
as Administrative Agent for the Lenders

By: Robert J. Kiernan

Name: Robert J. Kiernan  
Title: Senior Vice President  
Date:

[Signature Page to the IP Security Agreement]

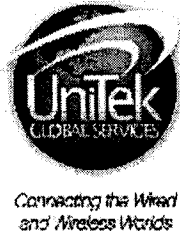






**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Status</b>
	(85/050,269)	(5/28/2010)	Pending
CONNECTING THE WIRED AND WIRELESS WORLDS	(85/050,318)	(5/28/2010)	Pending
UniTek Global Services	3,900,442	1/4/2011	Registered; Section 8 & 15 Declaration due 1/4/2017
UniTek	(85/044,124)	(5/20/2010)	Pending

028655-0013-11101-Active.12337089