

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
BCI Communications, Inc.		04/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FBR Capital Markets LT, Inc., as Administrative Agent		
Street Address:	237 Park Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85050298	BCI COMMUNICATIONS, INC UNITEK GLOBAL SERVICES COMPANY	
Registration Number:	3760444	BCI	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	028655/0013		
NAME OF SUBMITTER:	Marcela Robledo		
Signature:	/mr/		

OP \$65.00 85050298

Date:

04/22/2011

Total Attachments: 7

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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 BCI Communications, Inc., a Delaware corporation, located at 1777 Sentry Parkway, Blue Bell, PA (the "Grantor"), 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 the 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 Grantor 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 Grantor 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 Grantor 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 Grantor hereby grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, all of the Grantor'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 Grantor's Obligations.

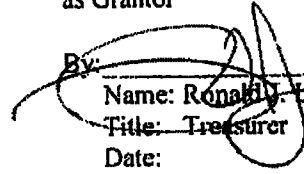
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee 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 Grantor 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.

BCI COMMUNICATIONS, INC.,
as Grantor

By: 
Name: ~~Ronald J. Lejman~~
Title: ~~Treasurer~~
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]

TRADEMARK
REEL: 004527 FRAME: 0473

ACKNOWLEDGMENT OF GRANTOR

STATE OF PENNSYLVANIA)
) ss
COUNTY OF MONTGOMERY)

On the 15th day of APRIL, 2011, before me personally came RONALD J. LETMAN, who is personally known to me to be the TREASURER of BCI Communications, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the TREASURER in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Oscar W. Kelsey
Notary Public

(PLACE SEAL AND MONTGOMERY COUNTY
NOTARIAL SEAL
OSCAR W KELSEY
Notary Public
My Commission Expires Oct 20, 2014

{Signature Page to IP Security Agreement}

SCHEDULE A

U.S. Trademark Registrations and Applications

 - UniTek GLOBAL SERVICES - company	(85/050,298)	(5/28/2010)	Pending
BCI	3,760,444	3/16/2010	Registered; Section 8 & 15 Declaration due 3/16/2016

028655-0013-11101-Active.12341045