

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Lien Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clover Technologies Group, L.L.C.		11/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GGC Finance Partnership, L.P., as Administrative Agent		
Street Address:	One Embarcadero Center, 39th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3316045	FULLCIRCLE WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-368		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

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TRADEMARK
 REEL: 004658 FRAME: 0157

Date:

11/09/2011

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of November 8, 2011, is made by Clover Technologies Group, LLC, a Delaware limited liability company ("**Grantor**"), in favor of GGC Finance Partnership, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, "**Agent**") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of April 13, 2010 (as amended by that certain First Amendment to Second Lien Credit Agreement dated as of June 28, 2010 by and among the Credit Parties party thereto, Agent and the Lenders party thereto that certain Consent and Second Amendment to Second Lien Credit Agreement dated as of November 12, 2010 by and among the Credit Parties party thereto, Agent and the Lenders party thereto, that certain Consent and Third Amendment to Second Lien Credit Agreement dated as of January 25, 2011 by and among the Credit Parties party thereto, Agent and the Lenders party thereto, that certain Consent, Waiver and Fourth Amendment to Second Lien Credit Agreement dated as of August 15, 2011 by and among the Credit Parties party thereto, Agent and the Lenders party thereto and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Grantor, Clover Transportation, LLC, Clover International Holdings LLC, GRC Acquisition Company, LLC, Clover Mechanical, LLC, CAU Acquisition Company, LLC, CAU Real Estate Company, LLC, Clover Ithaca Properties, LLC, Dataproducts USA LLC, Clover EU, LLC, Image Warehouse, LLC, Clover Canada Holdings, Inc., West Point Acquisition, LLC, by joinder, Environmental Reclamation Services, LLC, by joinder, Kendrick ERS (Preferred) Corp., by joinder, and Wireless Source Acquisition, LLC, by joinder (collectively, the "**Borrowers**"), Grantor, as the Borrower Representative, the other Credit Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of April 13, 2010 in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their

respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of Grantor (the “**Trademark Collateral**”):

1. all of its Trademarks (to the extent not constituting Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts,

each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

ACCEPTED AND AGREED
as of the date first above written:

GGC FINANCE PARTNERSHIP, L.P.,
as Agent

By: BFM
Name: Blair Ford
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**CLOVER TECHNOLOGIES GROUP,
LLC**, a Delaware limited liability company,
as Grantor

By: 


Name: Daniel P. Ruhl

Title: President

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Registration No.	Registration Date
Clover Technologies Group, LLC*	 The logo for Full Circle Wireless features a stylized mobile phone icon on the left, with a circular arc extending from the top of the phone to the right. The text "Full Circle" is written in a bold, sans-serif font across the middle of the arc, and "WIRELESS" is written in a smaller, all-caps font below it.	3,316,045	October 23, 2007

*Assigned by Full Circle Wireless, Inc., effective as of the date hereof.

2. TRADEMARK APPLICATIONS

None.