

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
ReCellular, Inc.		04/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital SBIC, LP, its successors and assigns		
Street Address:	191 N. Wacker Drive		
Internal Address:	Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3401022	RECELLULAR	
Registration Number:	3290425	RECELLULAR	
Registration Number:	3498798	ACCELERATE	
Registration Number:	3841154	RESELL. REUSE. RECYCLE.	
Serial Number:	85083039	MOBILE KARMA	
CORRESPONDENCE DATA			
Fax Number:	3124508101		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 450-8183		
Email:	james.anderson@nxtcapital.com		
Correspondent Name:	James Anderson		
Address Line 1:	191 N. Wacker Drive		
Address Line 2:	Suite 1200		
Address Line 4:	Chicago, ILLINOIS 60606		

OP \$140.00 3401022

ATTORNEY DOCKET NUMBER:	MZC/PXS-031112-00008
NAME OF SUBMITTER:	Michael A. Cramarosso
Signature:	/Michael A. Cramarosso/
Date:	04/23/2012
<p>Total Attachments: 8 source=ReCellular - Trademark Grant of Security Interest#page1.tif source=ReCellular - Trademark Grant of Security Interest#page2.tif source=ReCellular - Trademark Grant of Security Interest#page3.tif source=ReCellular - Trademark Grant of Security Interest#page4.tif source=ReCellular - Trademark Grant of Security Interest#page5.tif source=ReCellular - Trademark Grant of Security Interest#page6.tif source=ReCellular - Trademark Grant of Security Interest#page7.tif source=ReCellular - Trademark Grant of Security Interest#page8.tif</p>	

TRADEMARK GRANT OF SECURITY INTEREST

This Trademark Grant of Security Interest (this "Agreement") is dated the 19th day of April, 2012, between ReCellular, Inc., a Delaware corporation ("Grantor"), which maintains its chief executive office and principal place of business located at 2555 Bishop Circle West, Dexter, Michigan 48130 and NXT Capital SBIC, LP, with its chief executive office and principal place of business located at 191 N. Wacker Drive, Suite 1200, Chicago, Illinois 60606 (together with its successors and assigns, the "Secured Party").

RECITALS

A. Grantor owns the trademarks, trademark registrations, trademark applications and is a party to the trademark licenses listed on Schedule 1 hereto.

B. Secured Party and Grantor are parties to a Loan and Security Agreement dated April 19, 2012 (the "Loan Agreement") and certain ancillary documents entered into in connection with the Loan Agreement, all as may be amended from time to time (hereinafter, with the Loan Agreement, referred to collectively as the "Loan Documents").

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of the tangible and intangible property of Grantor, including all right, title and interest of Grantor in, to and under all of the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (a) all trademarks (registered, common law or otherwise), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof, (c) any written agreement granting any right or license to use any trademark or trademark registration (the "Trademark Licenses") owned by others, and (d) all proceeds thereof.

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises contained herein, Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all the Obligations, Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of Grantor's entire right, title and interest in and to the Trademarks and proceeds thereof, including without limitation the Trademarks and Trademark applications and the Trademark Licenses listed on Schedule 1 hereto (as the same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and the goodwill of the business to which each of the Trademarks relates

(all of the foregoing are collectively called the "Trademark Collateral"). Secured Party is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the other Loan Documents.

2. Subject to the disclosure on Schedule 1 regarding certain foreign Trademarks remaining in the name of ReCellular, Inc., a Michigan corporation, Grantor represents, warrants and covenants that:

(a) Grantor has good, valid and marketable title to the Trademark Collateral, free and clear of all Liens other than Permitted Liens;

(b) Grantor has good title and ownership of, or is licensed under, all of Grantor's Trademark Collateral, free and clear of all Liens other than Permitted Liens;

(c) The Trademark Collateral is valid and enforceable;

(d) Grantor has not, within the five (5) years prior to the date of this Agreement, received any communications alleging that it has violated, or by conducting its business as proposed, would violate any proprietary rights of any other Person with respect to the Trademark Collateral. Grantor has no knowledge of any material infringement or violation by it of the Trademark Collateral rights of any third party and has no knowledge of any material violation or infringement by a third party of any of its rights in the Trademark Collateral; and

(e) Grantor has the unqualified right to enter into this Agreement and perform its terms.

3. Grantor agrees that, until all of the Obligations shall have been indefeasibly satisfied in full (other than inchoate indemnification obligations), it will not enter into any agreement relating to Grantor's Trademarks (for example, a license agreement) which is inconsistent with Grantor's obligations under this Agreement, without Secured Party's prior written consent; provided, that to the extent not inconsistent with the Loan Agreement, so long as no Event of Default exists, without the consent of Secured Party, Grantor may grant licenses to third parties to use the Trademarks in the ordinary course of business of both Grantor and such third party on arm's length and customary business terms.

4. If, before the Obligations shall have been indefeasibly satisfied in full (other than inchoate indemnification obligations), Grantor shall obtain rights to any new Trademarks or any rights that would come within the definition of Trademark Collateral had such rights existed on the date hereof, the provisions of paragraph 1 shall automatically apply thereto.

5. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks or other rights described in paragraphs 1 and 4 hereof.

6. If any Event of Default shall have occurred, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks may be located.

7. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, solely during the existence of an Event of Default, to endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to any third person, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Obligations following an Event of Default.

8. If Grantor fails to comply with any of its obligations hereunder or under the Loan Documents, Secured Party may do so in Grantor's name or in Secured Party's name, but at Grantor's expense, and Grantor hereby agrees to reimburse and indemnify Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademark Collateral.

9. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Documents, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

10. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. Grantor acknowledges and understands that upon occurrence and continuation of an Event of Default, Secured Party may sell, assign and/or transfer all or part of its interest hereunder to any person or entity (a "Transferee") without notice to or consent of Grantor. After such assignment the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be vested with all rights, powers and remedies of Secured Party hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Secured Party shall retain all rights, powers and remedies hereby given. No such assignment by Secured Party shall relieve Grantor of any of its obligations hereunder. Grantor may not sell, assign or transfer its rights and obligations hereunder without the prior written consent of Secured Party.

12. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 4.

13. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Illinois, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the UCC govern any aspect of this Agreement, the UCC as the same is, from time to time, in effect in the State of Illinois shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the Trademark Collateral is required to be governed by the UCC as the same is, from time to time, in effect in a jurisdiction other than the State of Illinois, then such jurisdiction's UCC, as in effect, from time to time, shall govern only to the extent required by applicable law.


14. This Agreement has been delivered to Lender in the State of Illinois, and shall have been accepted by Lender in the State of Illinois. The parties hereto agree that any suit, action or proceeding with respect to this Agreement shall be brought and maintained exclusively in the courts of the State of Illinois, County of Cook and the United States District Court for the Northern District of Illinois; provided, that nothing in this Agreement shall be deemed or operate to preclude Lender from bringing suit or taking other legal action in any other jurisdiction if such action is brought in connection with enforcing any of Lender's rights against Borrower or with respect to the Trademark Collateral. The parties hereto hereby expressly and irrevocably submit to the jurisdiction of those courts for the purpose of any such suit, action or proceeding. The parties hereto hereby irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any such court referred to above, and hereby further irrevocably waive any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement, and shall be deemed effective and received as set forth in Section 10.05 of the Loan Agreement.

1206213_2

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, have executed this Agreement as of the day and year first above written.

RECELLULAR, INC.

By: 
Name: STEPHEN MANNING
Title: PRESIDENT AND CHIEF EXECUTIVE OFFICER

NXT CAPITAL SBIC, LP

By: NXT Capital SBIC GP, LLC
Its: General Partner

By: _____
Name: _____
Title: _____

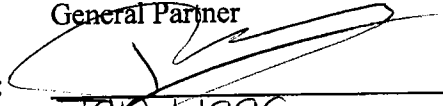
IN WITNESS WHEREOF, each of the parties hereto, by their respective officers, have executed this Agreement as of the day and year first above written.

RECELLULAR, INC.

By: _____
Name: _____
Title: _____

NXT CAPITAL SBIC, LP

By: NXT Capital SBIC GP, LLC
Its: General Partner

By:  _____
Name: Jan Haas
Title: Senior Vice President

SCHEDULE 1
TO
TRADEMARK GRANT OF SECURITY INTEREST

TRADEMARK LICENSES: None

TRADEMARK REGISTRATIONS:

Name	Country	Registration Date	Registration Number	Status
RECELLULAR	Argentina	2/27/2009	2275810	Registered
RECELLULAR	Australia	11/8/2007	1209343	Registered
RECELLULAR	Brazil	5/20/2008	828283249	Registered
RECELLULAR	Canada	2/12/2010	TMA759396	Registered
RECELLULAR	Chile	9/4/2007	795955	Registered
RECELLULAR & DESIGN	China	3/14/2004	3383312	Registered
RECELLULAR & DESIGN	China	9/28/2004	3383302	Registered
RECELLULAR	Columbia	7/5/2007	334962	Registered
RECELLULAR	Dominican Republic	2/14/2007	158772	Registered
RECELLULAR	Ecuador	8/20/2007	2948-07	Registered
RECELLULAR	El Salvador	2/25/2008	15/102	Registered
RECELLULAR	European Union	7/25/2008	6188627	Registered
RECELLULAR	Guatemala	2/29/2008	14230	Registered
RECELLULAR	Hong Kong	3/25/2008	301077624	Registered
RECELLULAR	India	2/21/2007	1592817	Registered
RECELLULAR	Israel	9/8/2009	207358	Registered
RECELLULAR	Jamaica	9/19/2007	50862	Registered
RECELLULAR	Japan	1/16/2009	5197521	Registered
RECELLULAR	Mexico	4/27/2006	932056	Registered
RECELLULAR & DESIGN	Mexico	11/26/2001	723648	Registered
RECELLULAR	Nicaragua	11/20/2008	0802712LM	Registered
RECELLULAR	Panama	9/24/2007	165145	Registered
RECELLULAR	Paraguay	12/28/2007	307205	Registered
RECELLULAR	Peru	8/11/2008	52109	Registered
RECELLULAR	South Korea	11/17/2008	177258	Registered
RECELLULAR	United States	3/25/2008	3,401,022	Registered
RECELLULAR	United States	9/11/2007	3,290,425	Registered
ACCELERATE	United States	9/9/2008	3,498,798	Registered
RESELL. REUSE.	United States	8/31/2010	3,841,154	Registered

RECYCLE.				
RECELLULAR	Uruguay	2/6/2008	376174	Registered
RECELLULAR	Venezuela	2/11/2008	5037118	Registered

TRADEMARK APPLICATIONS:

Name	Country	Date Filed	Application Number	Status
RECELLULAR	Brazil	4/3/2007	900263946	Pending
RECELLULAR	Brazil	4/3/2007	900264012	Pending
RECELLULAR	Brazil	4/3/2007	900263970	Pending
RECELLULAR	Brazil	4/3/2007	900264020	Pending
RECELLULAR	Brazil	4/3/2007	900264063	Pending
RECELLULAR	Brazil	4/3/2007	900264098	Pending
RECELLULAR	Indonesia	6/20/2008	J00 2008 022741	Pending
RECELLULAR	Israel	1/27/2009	218195	Pending
MOBILE KARMA	United States	7/13/2010	85/083,039	Pending

Note:

ReCellular, Inc., a Michigan Corporation, went through a merger in 2008; the company merged and became ReCellular, Inc., a Delaware Corporation ("Borrower"). This merger was recorded against all of the U.S. marks and the marks in Canada, the European Union, Israel and South Korea, but Borrower did not record the merger against the marks in certain other countries. In the following countries, the marks are still in the name of ReCellular, Inc., a Michigan Corporation: Argentina, Australia, Brazil, Chile, Colombia, Dominican Republic, Ecuador, El Salvador, Guatemala, Hong Kong, Indonesia, India, Jamaica, Japan, Mexico, Nicaragua, Panama, Peru, Paraguay, Uruguay, Venezuela.