

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cleveland Unlimited, Inc.		07/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as Agent
Street Address:	225 W. Washington Street, Suite 1450
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3143520	FREEDOM IS CALLING
Registration Number:	3289807	UNLIMITED FREEDOM IS CALLING
Registration Number:	3154984	REVOL
Registration Number:	3619826	REVOL WIRELESS
Registration Number:	3437073	REVOL WIRELESS
Registration Number:	3160250	REVOL WIRELESS
Registration Number:	3163880	R REVOL
Registration Number:	3163881	R REVOL
Registration Number:	3437074	R
Registration Number:	3163882	R
Registration Number:	3163883	R

CORRESPONDENCE DATA

Fax Number: 6172274420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 6172390746
Email: kouimet@edwardswildman.com
Correspondent Name: Kristine L Ouimet, Senior Paralegal
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Wildman Palmer LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	206951.0090
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L Ouimet/
Date:	07/25/2012

Total Attachments: 5
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 25, 2012, between Cleveland Unlimited, Inc., a Delaware corporation (the "Grantor") and Cortland Capital Market Services LLC, as administrative agent for the benefit of itself and the other lenders party to the Loan Agreement referred to below (in such capacity, the "Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Loan and Security Agreement dated as of July 25, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor as Borrower (the "Borrower"), CUI Acquisition Corp. ("Holdings"), the Subsidiaries (the "Subsidiaries") from time to time party thereto as Guarantors (Holdings, and such Subsidiaries are collectively referred to as the "Guarantors"), the Lenders from time to time party thereto and the Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower.

WHEREAS pursuant to the Loan Agreement the Grantor granted to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Loan Agreement);

WHEREAS the parties to the Loan Agreement contemplate and intend that the Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

In furtherance and as confirmation of the security interest granted by the Grantor to the Agent under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby ratifies such security interest and grants to the Agent a continuing security interest, in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Loan Agreement

In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 4. Recordation

The Grantor hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office or any other applicable United States government officer to record this Agreement.

Section 5. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

CLEVELAND UNLIMITED, INC.

By: John Reiner
Name: John Reiner
Title: VP, CFO, Sec'y & Treasurer

AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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

GRANTOR:

CLEVELAND UNLIMITED, INC.

By: _____
Name:
Title:

AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: Jessica J. Mead
Name: Jessica J. Mead
Title: General Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARKS

TRADEMARK COLLATERAL:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3143520</u>	<u>FREEDOM IS CALLING</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3289807</u>	<u>UNLIMITED FREEDOM IS CALLING</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3154984</u>	<u>REVOL</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3619826</u>	<u>REVOL WIRELESS</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3437073</u>	<u>REVOL WIRELESS</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3160250</u>	<u>REVOL WIRELESS</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3163880</u>	<u>R REVOL- R- STYLIZED DESIGN</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3163881</u>	<u>R REVOL- R- STYLIZED DESIGN</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3437074</u>	<u>R- STYLIZED DESIGN</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3163882</u>	<u>R-STYLIZED DESIGN</u>
<u>Cleveland Unlimited, Inc.</u>	<u>3163883</u>	<u>R-STYLIZED DESIGN</u>

17173081.3