

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wireless Facilities, Inc.		09/28/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIDGE BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	55 Almaden Blvd.		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	National Banking Association: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85170274	WFI	
<b>Serial Number:</b>	78442940	HOTSHEET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	858-638-6730		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 2:</b>	Attention: Susan Reynolds		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	355157-172		
<b>NAME OF SUBMITTER:</b>	Troy Zander		
<b>Signature:</b>	/s/ Troy Zander		

CH \$65.00 85170274

Date:

10/11/2012

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 28, 2012, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and WIRELESS FACILITIES, INC. ("Grantor") is made with reference to the Business Financing Agreement, dated as of September 28, 2012 (as amended from time to time, the "Loan Agreement"), between Lender, Grantor and the other Borrowers party thereto. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.


The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

WIRELESS FACILITIES, INC.

By:   
Name: Brian Dunn  
Title: Secretary

Address for Notices:  
Attn: Legal Department  
1934 Old Gallows Road, Suite 410  
Vienna, VA 22182  
Tel: (703) 873-2747  
Fax: (703) 873-2300

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By:   
Name: Lee Shodiss  
Title: Secretary

Address for Notices:  
Attn: Lee Shodiss  
55 Almaden Blvd.  
San Jose, CA 95113  
Tel: (408) 556-8500  
Fax: (408) 423-8520

[Signature Page to Intellectual Property Security Agreement (WIRELESS FACILITIES, INC.)]

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TRADEMARK  
REEL: 004879 FRAME: 0507

EXHIBIT A  
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
NetOptimizer	Txu000937012	2/10/00
NetStats	Txu000937013	2/10/00
NetView	Txu000811915	12/3/97

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EXHIBIT B  
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
WFI	85170274	11/5/10
HOTSHEET	78442940	6/29/04

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## EXHIBIT C

### PATENTS

Description	Registration/Application Number	Registration/ Application Date
Voice recognition system and method for tactical response	10752172	1/6/04
Elastic store for wireless communication systems	6266385	7/24/01
System and method of planning and designing a broadband wireless network	09878951	6/12/01
Fetal heartbeat and uterine contraction	5807271	9/15/98
Vehicle carrying rail road car with bridge plate assembly	6539878	4/1/03

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