

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WaveDivision Holdings LLC		10/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A. as Administrative Agent		
Street Address:	1525 W. W.T. Harris Blvd		
Internal Address:	MAC: D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77397546	ASTOUND ME}	
Serial Number:	77397565	ASTOUND!	
Serial Number:	78214718	WAVE	
Serial Number:	77858770	WAVE	
Serial Number:	78315863	WIRE GUARD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 819-8767		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Trademark & Patent Dept.		

OP \$140.00 77397546

Address Line 4: New York, NEW YORK 10036-2787

ATTORNEY DOCKET NUMBER:	1111779-5946
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NAME OF SUBMITTER:	Matthew Campion
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Signature:	/Matthew Campion/
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Date:	10/12/2012
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this “Agreement”) dated as of October 12, 2012 by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company (the “Grantor”), having its chief executive office at 401 Kirkland Park Place Suite 500, Kirkland, WA 98033, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the “Administrative Agent”), with offices at MAC: D1109-019, 1525 W WT Harris Blvd, Charlotte, NC 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of August 9, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among OH WDH Holdco, LLC, a Delaware limited liability company, as Holdings, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of October 12, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

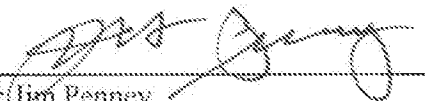
- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a “Statement of Use” or “Amendment to Allege Use”), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

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

WAVEDIVISION HOLDINGS, LLC, as Grantor

By: 
Name: Jim Penney
Title: Executive Vice President

[Trademark Security Agreement -- Signature Page]

Agreed and Accepted as of the ____ day of
October, 2012

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Mark B. Felker

Name: Mark Felker

Title: Managing Director

[Trademark Security Agreement – Signature Page]

TRADEMARK
REEL: 004880 FRAME: 0249

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Date of First Use
ASTOUND ME} ASTOUND ME}	77-397546 February 14, 2008	3,501,655 September 16, 2008	Wavedivision Holdings, LLC	July 1, 2007
ASTOUND! ASTOUND!	77-397565 February 14, 2008	3,501,657 September 16, 2008	Wavedivision Holdings, LLC	July 1, 2007
WAVE	78-214718 February 13, 2003	3,036,449 December 27, 2005	Wavedivision Holdings, LLC	July 1, 2003
WAVE WAVE	77-858770 October 27, 2009	3,806,490 June 22, 2010	Wavedivision Holdings, LLC	July 2006
WIRE GUARD	78-315863 October 20, 2003	2,955,759 May 24, 2005	Wavedivision Holdings, LLC	October 28, 2003