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
Aero Communications, Inc.		10/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3529772	ACI

CORRESPONDENCE DATA

Fax Number: 2158325619

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

via US Mail.

Phone: 215-569-5619

Email: vaitl@blankrome.com
Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01902
NAME OF SUBMITTER:	Timothy D. Pecsenye
Signature:	/Timothy D. Pecsenye/
	IRADEMARK

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Date:	11/06/2012
Total Attachments: 8 source=PNC-Aero Trademark Security Agres	eement#page2.tif eement#page3.tif eement#page4.tif eement#page5.tif eement#page6.tif eement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") made as of this 19th day of October, 2012 by **AERO COMMUNICATIONS, INC.** ("<u>Borrower</u>"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as Agent ("<u>Agent</u>"), for the financial institutions (collectively, the "<u>Lenders</u>") which are now or which hereafter become a party to the Loan (as defined below):

WITNESSETH

WHEREAS, Borrower, Lenders and Agent are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower and certain of its affiliates by Lenders;

WHEREAS, Borrower has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrower's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

- 1. <u>Incorporation of Loan Agreement</u>. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Obligations, Borrower hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Borrower's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:
 - (i) each trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof; and
 - (ii) all products and proceeds of the forgoing.

074658.01902/22165755 v.3

IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first written above.

AERO COMMUNICATIONS, INC.

Name: Michael Cavanaugh

Title: Vice President and Secretary

Agreed and Accepted,

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: Name: Kenneth S. Kaestner

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first written above.

AERO COMMUNICATIONS, INC.

By:	*******	*****	*****	*************	***************************************	~~~
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Name: Michael Cavanaugh

Title: Vice President and Secretary

Agreed and Accepted,

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u> <u>U.S. Registration No.</u> <u>Date Registered</u>

ACI 3529772 11/11/2008

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COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA:

STATE OF : SS

COUNTY OF :

On this of October, 2012, before me personally appeared Michael Cavanaugh, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Aero Communications, Inc. that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Notary Public

My Commission Expires:

CHRISTINE M. SHOCK NOTARY PUBLIC, STATE OF OHIO My Commission Expires July 8, 2016

POWER OF ATTORNEY

AERO COMMUNICATIONS, INC. (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and permitted assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor dated as of October, 2012 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be amended, supplemented, restated or otherwise modified, the "Trademark Security Agreement"), including, without limitation, the right to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark assignment, subject to the terms of the Trademark Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done upon the occurrence and during the continuance of an Event of Default in accordance with the terms of the Trademark Security Agreement.

This Power of Attorney shall be irrevocable until the Obligations (other than contingent indemnification obligations that are not yet due and payable) have been paid in full and the Loan Agreement is terminated.

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IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

AERO COMMUNICATIONS, INC.

Name: Michael Cavanaugh

Title: Vice President and Secretary

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA:

STATE OF : SS

CHRISTINE M. SHOCK NOTARY PUBLIC, STATE OF OHIO My Commission Explies July 6, 2016

COUNTY OF :

On this in October, 2012, before me personally appeared Michael Cavanaugh, to me known and being duly sworm, deposes and says that s/he is authorized to sign on behalf of Aero Communications, Inc.; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Notary Public

My Commission Expires:

[ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK REEL: 004894 FRAME: 0492

RECORDED: 11/06/2012