

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cellular Specialties, Inc.		02/28/2013	CORPORATION: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Goodman Networks Incorporated		
Street Address:	6400 International Parkway, Suite 1000		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3231964	BUILDING WIRELESS SOLUTIONS	
Registration Number:	4223565	DAS QUICK QUOTE	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-651-5148		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Gavin George/David Bell		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	28998.22		
NAME OF SUBMITTER:	Venisa J. Dark		
Signature:	/Venisa Dark/		

OP \$65.00 3231964

Date:

03/25/2013

Total Attachments: 4

source=AsmtCellularGoodman#page1.tif

source=AsmtCellularGoodman#page2.tif

source=AsmtCellularGoodman#page3.tif

source=AsmtCellularGoodman#page4.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made effective as of February 28, 2013 (the "*Effective Date*"), by Cellular Specialties, Inc., a New Hampshire corporation ("*Assignor*"), and Goodman Networks Incorporated, a Texas corporation ("*Assignee*").

## RECITALS

A. In connection with that certain Asset Purchase Agreement dated as the date hereof, by and among Assignee, Assignor, and certain other parties (the "*Asset Purchase Agreement*"), Assignor has agreed to assign to Assignee all right, title and interest in and to the trademarks and trademark registrations listed on the attached Exhibit A (the "*Trademarks*").

B. Assignee desires to obtain all right, title and interest in the Trademarks according to the terms of this Assignment and the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for the Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Trademarks.

Section 2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment and the Asset Purchase Agreement, including executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks.


Section 3. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 4. GOVERNING LAW. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

CELLULAR SPECIALTIES, INC.

GOODMAN NETWORKS  
INCORPORATED

By:   
Name: R. Bruce Wilson  
Title: President and Chief Executive Officer

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

CELLULAR SPECIALTIES, INC.

GOODMAN NETWORKS  
INCORPORATED

By: \_\_\_\_\_

Name: R. Bruce Wilson

Title: President and Chief Executive Officer

By:  \_\_\_\_\_

Name: Ron B. Hill

Title: President and Chief Executive Officer

*Signature Page to Trademark Assignment*

**TRADEMARK**  
**REEL: 004989 FRAME: 0813**

**Exhibit A**  
**Trademarks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Class</b>	<b>Registration Date</b>
DAS QUICK QUOTE	4,223,565	42	October 9, 2012
BUILDING WIRELESS SOLUTIONS	3,231,964	42	April 17, 2007

Exhibit A to Trademark Assignment