

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
Air Comm Corporation LLC		05/17/2013	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	The Prudential Insurance Company of America, as collateral agent		
Street Address:	180 N. Stetson Avenue, Suite 5600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4333673	TORQ LOK	
CORRESPONDENCE DATA			
Fax Number:	3122585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	04926-0866		
NAME OF SUBMITTER:	Chris L. Bollinger		
Signature:	/Chris L. Bollinger/		

CH \$40.00 4333673

Date:

05/31/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2013, by Air Comm Corporation LLC, a Colorado limited liability company] (“**Grantor**”), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as collateral agent (together with its successors in such capacity, the “**Collateral Agent**”) for the Holders.

WITNESSETH:

WHEREAS, the Company has issued the Notes pursuant to the Note Agreement;

WHEREAS, the Purchasers are willing to make loans which will be evidenced by the Notes and to enter into the financing arrangements proposed by the Note Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Holders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to the Collateral Agent, for itself and the ratable benefit of the Holders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement. In addition, the following terms shall have the meanings herein specified:

“**Mark License**” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Mark.

2. **GRANT OF SECURITY INTEREST IN MARK COLLATERAL.** Grantor hereby grants to Collateral Agent, for itself and the ratable benefit of the Holders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Mark Collateral**”):

(a) all of its Marks and Mark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Mark and each Mark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Mark or Mark licensed under any Mark License or (ii) injury to the goodwill associated with any Mark or any Mark licensed under any Mark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for itself and the ratable benefit of the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Mark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument.

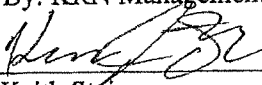
5. **APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK (EXCLUDING ANY CONFLICTS OF LAW RULES WHICH WOULD OTHERWISE CAUSE THIS TRADEMARK SECURITY AGREEMENT TO BE CONSTRUED OR ENFORCED IN ACCORDANCE WITH, OR THE RIGHTS OF THE PARTIES TO BE GOVERNED BY, THE LAWS OF ANY OTHER JURISDICTION).**

[Signature page follows]

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

AIR COMM CORPORATION LLC

By: KRN Management LLC, its Manager

By: 
Name: Keith Steiner
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
as Collateral Agent

By: _____
Vice President

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

AIR COMM CORPORATION LLC

By: KRN Management LLC, its Manager

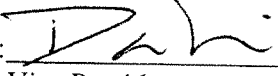

By: _____

Name: Keith Steiner

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
as Collateral Agent

By:  
Vice President

STATE OF Colorado)
) SS.
COUNTY OF Boulder)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Keith Steiner, personally known to me to be the manager of KRN Management LLC ("KRN"), the manager of Air Comm Corporation LLC, a Colorado limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as the manager of KRN, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 17th day of May 2013.

(NOTARIAL SEAL)



Louise Annette Wilson
Notary Public

My Commission Expires: May 2, 2015

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Mark	Registration Number	Registration Date
TORQ LOK	4333673	May 14, 2013