

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
Quality One Wireless, LLC		10/07/2013	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Callidus Capital Corporation		
Street Address:	77 King Street West		
Internal Address:	Suite 4320		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1K2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3594215	Q1 QUALITY ONE WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	3134968454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3134967912		
Email:	berger@millercanfield.com		
Correspondent Name:	Kimberly A. Berger		
Address Line 1:	150 West Jefferson		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	144132-11		
DOMESTIC REPRESENTATIVE			

CH \$40.00 3594215

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kimberly A. Berger

Signature:

/Kimberly A. Berger/

Date:

10/09/2013

Total Attachments: 3

source=Security Interest Quality One Wireless#page1.tif

source=Security Interest Quality One Wireless#page2.tif

source=Security Interest Quality One Wireless#page3.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, QUALITY ONE WIRELESS, LLC, a Nevada limited liability company ("Grantor"), grants to CALLIDUS CAPITAL CORPORATION ("Lender") a security interest in and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

1. (a) All trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Exhibit A attached hereto, and (b) all goodwill connected with the use of and symbolized by such marks; *provided* that the grant of security interest shall not include any trademark, service mark or other application for registration that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such trademark, service mark or other application for registration.
2. All proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement dated October 7, 2013, as may be amended and/or supplemented from time to time ("Security Agreement") made by and among Grantor and Q1W Newco, LLC, a Delaware limited liability company in favor of Lender for the purposes of security as provided in the Security Agreement. Grantor and Lender acknowledge and affirm that the rights, privileges and remedies of Lender with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[Signature Page Follows]

[Signature Page -- Grant of Security Interest in Trademarks]

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of October 7, 2013.

Principal Place of Business:

1500-A Tradeport Drive
Orlando, FL 32824

Grantor:

QUALITY ONE WIRELESS, LLC, a Nevada
limited liability company

By: Q1W Group, LLC, a Nevada limited liability
company

Its: Manager

By: Q1W Holdings, LLC, a Nevada
limited liability company
Its: Manager

By: 

John Chiorando

Its: Manager & President

EXHIBIT A

U.S. TRADEMARKS

Trademark	Reg. No. / Serial No.
Q1 QUALITY ONE WIRELESS	3594215

21563545.1\J44132-00011