

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
WIRELESS FACILITIES, INC.		12/04/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LIGHTBRIDGE COMMUNICATIONS CORPORATION		
Street Address:	C/O LIM ADVISORY		
Internal Address:	222 LAKEVIEW AVENUE, SUITE 160-365		
City:	WEST PALM BEACH		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4116982	WFI	
Serial Number:	85732433	WFI	
CORRESPONDENCE DATA			
Fax Number:	7132387343		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7132204200		
Email:	pat-tmk@andrewskurth.com		
Correspondent Name:	JASON REINER, ESQ./ ANDREWS KURTH LLP		
Address Line 1:	600 TRAVIS, SUITE 4200		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	207685		
NAME OF SUBMITTER:	THERESA EVENBLY FOR JASON REINER		
Signature:	/EVENT/		

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TRADEMARK

Date:

12/04/2013

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, WIRELESS FACILITIES, INC., a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, LIGHTBRIDGE COMMUNICATIONS CORPORATION, a Delaware corporation (“Borrower”), is the direct or indirect parent of Grantor; and

WHEREAS, on or prior to the date hereof, Lenders (as defined in the hereinafter described Security Agreement) have made certain extensions of credit available to Borrower, as evidenced by one or more promissory notes payable to Lenders (or any of them); and

WHEREAS, pursuant to the terms of the Security and Pledge Agreement dated as of November 27, 2013 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among Borrower and Guarantors (as defined in the Security Agreement), including, without limitation, Grantor, as debtors, and LCC Miller, LLC, a Delaware limited liability company, as collateral agent for each of the Secured Parties (as defined in the Security Agreement) (in such capacity, “Collateral Agent”), Grantor has agreed to grant in favor of Collateral Agent for the benefit of the Secured Parties a perfected security interest in, and Collateral Agent has agreed to become a secured creditor with respect to, the Trademark Collateral. All initially capitalized terms used but not defined in this Grant of Trademark Security Interest have the meanings ascribed to such terms in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired by Grantor and whether now existing or hereafter coming into existence and wherever located (collectively, the “Trademark Collateral”):

(i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;

(ii) all renewals of trademark and service mark registrations;

(iii) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark, and with respect to any so-called “intent-to-use” application for registration of a trademark or service mark, all of the business to which such trademark or service mark pertains;

(iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in:

(x) any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; or

(y) until such time as the Senior Debt is Paid in Full, any assets or properties described in clauses (i), (ii), (iii), (iv) and (v) above unless Grantor has first granted a security interest to Senior Agent for the benefit of Senior Lenders in the rights or interests of Grantor in such assets or properties (other than any assets or properties comprising the Sub Debt First Lien Collateral); it being the intention of all parties that, until such time as the Senior Debt is Paid in Full, the Collateral securing the Senior Debt and the Collateral securing the Secured Obligations be identical, except for the Sub Debt First Lien Collateral, or any part thereof, which secures only the Secured Obligations.

Grantor further acknowledges that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral 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.

This Grant of Trademark Security Interest is subject to (A) that certain Amended and Restated Subordination Agreement dated as of June 26, 2013, among Bridge Bank, National Association, and Lloyd I. Miller, III and certain of his affiliates party thereto, as amended by that certain Acknowledgment and Agreement of Subordinated Creditors and Amendment to Subordination Agreement dated as of October 1, 2013, and as may be further amended from time to time in accordance with its terms (the "Miller Subordination Agreement"), and (B) that certain Amended and Restated Subordination Agreement dated as of June 26, 2013, among Bridge Bank, National Association, and Bryant Riley and certain of his affiliates party thereto, as amended by that certain Acknowledgment and Agreement of Subordinated Creditors and Amendment to Subordination Agreement dated as of October 1, 2013 and as may be further amended from time to time in accordance with its terms (the "Riley Subordination Agreement" and collectively with the Miller Subordination Agreement, the "Subordination Agreements"). In the event of a conflict between the terms and conditions of this Trademark Security Agreement,

on the one hand, and the Subordination Agreements, on the other hand, the terms and conditions of the Subordination Agreements shall govern and control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the ___ day of November, 2013.

WIRELESS FACILITIES, INC.,
a Delaware corporation

By: 

Brian J. Dunn
Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Goods	Serial Number	Reg. Number	Date Registered	Status	Comments
WFI	Class 36: Real estate site acquisition for the construction of telecommunications systems and networks; Class 37: Construction and installation of wireless, cable, and fiber telecommunication systems and networks; real estate site selection, namely, site selection of telecommunications systems and networks; Class 38: Technical consulting in the field of telecommunications; Class 42: Engineering services in the field of telecommunications; design, testing, maintenance, deployment, operation, implementation, and optimization of telecommunications systems and networks; Class 45: Consultation on the preparation of applications for telecommunications licenses and subsequent regulatory filings.	85/170274	4116982	03/27/2012	Registered	
WFI & Green Block Logo	Class 36: Real estate site acquisition for the construction of telecommunications systems and networks; Class 37: Construction and installation of wireless, cable, and fiber telecommunication systems and networks; real estate site selection, namely, site selection of telecommunications systems and networks; Class 38: Technical consulting in the field of telecommunications; Class 42: Engineering services in the field of telecommunications; design, testing, maintenance, deployment, operation, implementation, and optimization of telecommunications systems and networks; Class 45: Consultation on the preparation of applications for telecommunications licenses and subsequent regulatory filings.	85/1732433	N/A	N/A	Pending	