

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIRELESS EXTENDERS, INC.		01/15/2014	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	ZIONS FIRST NATIONAL BANK, NATIONAL ASSOCIATION, AS
Street Address:	One South Main Street
Internal Address:	Suite 200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Registration Number:	4392235	DATABLAST
Registration Number:	3342269	EXTENDING CELL ZONES
Registration Number:	3287506	WI-EX
Registration Number:	4413422	WIRELESS EXTENDERS
Registration Number:	3300873	Z
Registration Number:	3284940	ZBOOST
Registration Number:	4369227	ZFORCE
Serial Number:	85923357	EXTENDING CELL ZONES
Serial Number:	86099063	REACH
Serial Number:	86099050	TRIO
Serial Number:	86099069	WE'VE GOT YOU COVERED

CORRESPONDENCE DATA	
Fax Number:	2136305846

CH \$290.00 4392235

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

Phone: 213-891-0700
Email: meason@buchalter.com
Correspondent Name: Michele A. Eason, Sr. Paralegal
Address Line 1: 1000 Wilshire Blvd.
Address Line 2: Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	Z5917-0004
NAME OF SUBMITTER:	Michele A. Eason, Sr. Paralegal
Signature:	/Michele A. Eason, Sr. Paralegal/
Date:	01/16/2014

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of January, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Zions First National Bank, National Association in its capacity as contractual representative for itself and the other Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 25, 2013 (as may be amended or restated from time to time, the "*Credit Agreement*"), entered into by and among WILSON ELECTRONICS, LLC, a Delaware limited liability company ("*Parent*"), and one or more additional direct or indirect Subsidiaries of Parent, hereafter acquired or formed, which become party to the Credit Agreement by executing an Addendum (Parent and such other Subsidiaries are sometimes individually referred to herein as a "*Borrower*" and collectively referred to herein as "*Borrowers*"), Lenders, and Agent, Agent and Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent that certain Security Agreement, dated as of even date with the Credit Agreement (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 Security Agreement, Grantors are required to execute and deliver to Agent this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the ratable benefit of Lenders and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on *Schedule I*;

(b) all goodwill of the business connected with the use of, and symbolized by,

each Trademark and each Trademark Intellectual Property License;

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; and

(d) Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, Lenders and the Bank Product Providers, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending *Schedule I* to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend *Schedule I* shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on *Schedule I*.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together,


shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

WIRELESS EXTENDERS, INC.,
a Georgia corporation

By: 
Name: Robert Van Buskirk
Title: President and Chief Executive Officer

[Signatures continue on the following page.]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**ZIONS FIRST NATIONAL BANK,
NATIONAL ASSOCIATION**

By: 
Name: R. Davis Burtenshaw
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>App Date</u>	<u>Registration No.</u>	<u>Reg Date</u>
Wireless Extenders, Inc.	US	DATABLAST	85/831654	1/24/2013	4392235	8/27/2013
Wireless Extenders, Inc.	US	EXTENDING CELL ZONES	85/923357	5/3/2013	N/A	N/A
Wireless Extenders, Inc.	US	EXTENDING CELL ZONES	77/044718	11/15/2006	3342269	11/20/2007
Wireless Extenders, Inc.	US	REACH	86/099063	10/23/2013	N/A	N/A
Wireless Extenders, Inc.	US	TRIO	86/099050	10/23/2013	N/A	N/A
Wireless Extenders, Inc.	US	We've Got You Covered	86/099069	10/23/2013	N/A	N/A
Wireless Extenders, Inc.	EU	WI-EX	008522716	9/2/2009	008522716	3/1/2010
Wireless Extenders, Inc.	US	WI-EX	77/044727	11/15/2006	3287506	9/4/2007
Wireless Extenders, Inc.	US	WIRELESS EXTENDERS	85/754935	10/16/2012	4413422	10/8/2013
Wireless Extenders, Inc.	EU	Z (Stylized) AND DESIGN	008522906	9/2/2009	008522906	3/1/2010
Wireless Extenders, Inc.	US	Z (Stylized) AND DESIGN	77/044707	11/15/2006	3300873	10/2/2007
Wireless Extenders, Inc.	CA	ZBOOST	1650115	10/25/2013	N/A	N/A
Wireless Extenders, Inc.	CHINA INT'L REG. - MADRID PROTOCOL	ZBOOST	A0038870	10/24/2013	N/A	N/A
Wireless Extenders, Inc.	ECUADOR	ZBOOST	201349119	10/25/2013	N/A	N/A
Wireless Extenders, Inc.	EU	ZBOOST	008522401	9/2/2009	008522401	3/1/2010

Wireless Extenders, Inc.	INT'L REG. - MADRID PROTOCOL	ZBOOST	A0038870	10/24/2013	N/A	N/A
Wireless Extenders, Inc.	MEXICO INT'L REG. - MADRID PROTOCOL	ZBOOST	A0038870	10/24/2013	N/A	N/A
Wireless Extenders, Inc.	PERU	ZBOOST	5524162013	10/25/2013	N/A	N/A
Wireless Extenders, Inc.	US	ZBOOST	77/044728	11/15/2006	3284940	8/28/2007
Wireless Extenders, Inc.	US	ZFORCE	85/432544	9/27/2011	4369227	7/16/2013

Trade Names

Wi-Ex
zBoost

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.