

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Netmotion Wireless Holdings, Inc.		12/27/2013	CORPORATION: DELAWARE
	Netmotion Wireless, Inc.		12/27/2013	CORPORATION: WASHINGTON
RECEIVING PARTY DATA				
Name:	Wells Fargo Bank			
Street Address:	2450 Colorado Avenue, Suite 3000 West			
City:	Santa Monica			
State/Country:	CALIFORNIA			
Postal Code:	90404			
Entity Type:	National Association: UNITED STATES			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	2310055	SMART IP	
	Registration Number:	2632643	EXPRESSQ	
	Registration Number:	2986372	INTELLISWITCHING	
CORRESPONDENCE DATA				
Fax Number:	2027393001			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-3000			
Email:	jennifer.evans@morganlewis.com			
Correspondent Name:	Morgan, Lewis & Bockius LLP			
Address Line 1:	1111 Pennsylvania Avenue, NW			
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004			
ATTORNEY DOCKET NUMBER:	058438-0231			
NAME OF SUBMITTER:	Jennifer C. Evans			

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Signature:	/jce/
Date:	01/24/2014
Total Attachments: 4 source=WF_NetMotion - First Amendment to Trademark Security Agreement#page1.tif source=WF_NetMotion - First Amendment to Trademark Security Agreement#page2.tif source=WF_NetMotion - First Amendment to Trademark Security Agreement#page3.tif source=WF_NetMotion - First Amendment to Trademark Security Agreement#page4.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), is dated as of December 27, 2013, and entered into by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually, a "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

RECITALS

A. Grantors, the lenders party thereto as "Lenders" and Agent are party to that certain Credit Agreement dated as of September 5, 2012 (as further amended, modified, supplemented, or restated from time to time, the "Credit Agreement"). Capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise specified.

B. To induce the Lender Group and the Bank Product Providers to provide the financial accommodations described in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, Grantors and Agent entered into that certain Trademark Security Agreement (as recorded on September 14, 2012 with the United States Patent and Trademark Office at REEL/FAME 004862/0080 and as amended, modified, supplemented, or restated from time to time, the "Agreement").

C. Grantors have requested that Agent modify and supplement certain terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Amendment to the Agreement. Schedule I to the Agreement is hereby amended by adding the trademarks set forth on Schedule I hereto ("New Trademarks"), in each case, including the New Trademarks as Trademark Collateral (as defined in the Agreement) thereunder.

2. No Other Changes. Except as modified by this Amendment, all of the terms and conditions of the Agreement and the Credit Agreement shall remain in full force and effect are hereby ratified and reaffirmed by Grantors.

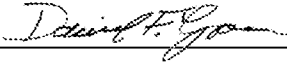
3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

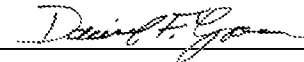
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

GRANTORS:

NETMOTION WIRELESS HOLDINGS, INC.,
a Delaware corporation

By: 
Name: _____
Title: _____

NETMOTION WIRELESS, INC.,
a Washington corporation

By: 
Name: _____
Title: _____

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: Mark Salem

Name: Mark Salem

Title: Vice President

SCHEDULE I

<u>Name of Grantor</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark Description</u>
NetMotion Wireless, Inc.	2,310,055	01/18/2000	SmartIP
NetMotion Wireless, Inc.	2,632,643	10/08/2002	ExpressQ
NetMotion Wireless, Inc.	2,576,827	06/04/2002	Broadbeam
NetMotion Wireless, Inc.	2,495,183	10/02/2001	Accelerating Wireless Business
NetMotion Wireless, Inc.	2,785,909	11/25/2003	Proven Solutions in Mobility
NetMotion Wireless, Inc.	2,986,372	08/16/2005	Intelliswitching