

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
VANTAGE MOBILITY INTERNATIONAL, LLC		02/03/2014	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Subordinated Agent		
Street Address:	10 South Dearborn Street, 19th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4406485	ACCESS360	
Registration Number:	4403277	ACCESS 360	
Registration Number:	3441514	SURE DEPLOY	
Registration Number:	2388883	POWERKNEEL	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldberghkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6923.026		

OP \$115.00 4406485

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/04/2014
Total Attachments: 5 source=Vantage Trademark Security Agreement#page1.tif source=Vantage Trademark Security Agreement#page2.tif source=Vantage Trademark Security Agreement#page3.tif source=Vantage Trademark Security Agreement#page4.tif source=Vantage Trademark Security Agreement#page5.tif	

This Subordinated Trademark Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement dated as of February 3, 2014 (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Subordination Agreement") between JPMorgan Chase Bank, as the Subordinated Agent, and JPMorgan Chase Bank, N.A., as the Senior Agent, and acknowledged and agreed to by Vantage Mobility International, LLC and VMI Holdings, LLC, as Credit Parties, to the "Senior Debt," as defined therein; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

SUBORDINATED TRADEMARK SECURITY AGREEMENT

SUBORDINATED TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of February 3, 2014 by VANTAGE MOBILITY INTERNATIONAL, LLC, an Arizona limited liability company ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Subordinated Credit Agreement dated as of February 3, 2014, by and among Grantor, the other Loan Parties party thereto, the lenders from time to time party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to Grantor;

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Administrative Agent the Security Agreement (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Administrative 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, 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 or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for its benefit and the benefit of the Secured Parties, 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 to secure all of the Secured Obligations (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any of its Trademarks (the "Trademark Licenses"), including those registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under a Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under a Trademark License; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for its benefit and the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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 Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks. Without limiting any of the Grantor's obligations under this Section 4, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of 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 the continuing security interest of Administrative Agent in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[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.

VANTAGE MOBILITY INTERNATIONAL, LLC,
an Arizona limited liability company

By: 

Name: Timothy J. Barone


Title: Chief Financial Officer

Signature Page to Trademark Security Agreement (re Subordinated Credit Agreement)

TRADEMARK
REEL: 005208 FRAME: 0336

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: William Wulkan
Title: CEO – Chase Capital

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
ACCESS360	85846608	Registered	4406485	09/24/13	Vantage Mobility International, LLC
ACCESS 360	85846633	Registered	4403277	09/17/13	Vantage Mobility International, LLC
SURE DEPLOY	77067791	Registered	3441514	06/03/08	Vantage Mobility International, LLC
POWERKNEEL	75697541	Registered	2388883	09/19/00	Vantage Mobility International, L.L.C.