

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307971

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Airo Wireless, LLC		06/17/2014	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Airo Investors, LLC
Street Address:	3060 Peachtree Road NW
Internal Address:	Suite 885
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2615859	A
Registration Number:	4058557	AIRO
Serial Number:	85680896	AIRO ISAFE
Serial Number:	85680784	AIRO I-SAFE
Registration Number:	4148568	AIRO WIRELESS
Registration Number:	3611792	ISAFE
Registration Number:	4416882	I-SAFE
Serial Number:	85680941	ISAFE SMARTPHONE
Serial Number:	85680924	I-SAFE SMARTPHONE
Registration Number:	4398714	SMART TOOLS FOR TOUGH OPERATORS

CORRESPONDENCE DATA

Fax Number: 4045274198

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

Phone: 404.527.4652

Email: rfox@mckennalong.com

Correspondent Name: Rachel Fox Weitz

Address Line 1: 303 Peachtree Street

Address Line 2: Suite 5300

TRADEMARK

Address Line 4:	Atlanta, GEORGIA 30308
ATTORNEY DOCKET NUMBER:	035597.00001
NAME OF SUBMITTER:	Rachel Fox Weitz
SIGNATURE:	/Rachel Fox Weitz/
DATE SIGNED:	06/18/2014
Total Attachments: 4 source=Trademark Security Interest - Airo#page1.tif source=Trademark Security Interest - Airo#page2.tif source=Trademark Security Interest - Airo#page3.tif source=Trademark Security Interest - Airo#page4.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

June 17, 2014

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **AIRO WIRELESS, LLC**, a Georgia limited liability company (“Grantor”) with principal offices at 1545 Peachtree Street, Suite 300, Atlanta GA 30309, hereby grants to **AIRO INVESTORS, LLC**, a Georgia limited liability company (“Grantee”), a security interest in (a) all of Grantor’s right, title and interest in and to the United States trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A attached hereto (collectively, the “Marks”, and each, a “Mark”), (b) all extensions, modifications and renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the goodwill of the businesses with which each Mark is associated, (d) all causes of action arising prior to or after the date hereof for infringement of each Mark or unfair competition regarding the same, and (e) all rights corresponding thereto throughout the world.

This Grant is made to secure the satisfactory performance and payment of all the Obligations of Grantor, as such term is defined in the Note Purchase Agreement among Grantor and Grantee, dated as of May 22, 2012 (as amended, modified, restated and/or supplemented from time to time, the “Loan Agreement”). Upon termination of the Loan Agreement as provided therein, Grantee shall execute, acknowledge and deliver to Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

Grantor represents and warrants that Exhibit A attached hereto sets forth any and all intellectual property rights in connection with which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

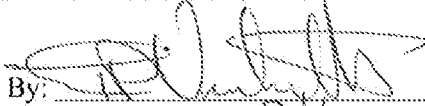
This Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Grant. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Grant.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

GRANTOR:

AIRO WIRELESS, LLC

By: 
Name: THOMAS P. VENTURI
Title: PRESIDENT CEO

GRANTEE:

AIRO INVESTORS, LLC

By: _____
Name: David Crosland
Title: Manager

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

GRANTOR:

AIRO WIRELESS, LLC

By: _____
Name: _____
Title: _____

GRANTEE:

AIRO INVESTORS, LLC


By:  _____
Name: David Crosland
Title: Manager

Exhibit A

Marks


Trademark	Registration Number and/or Application Number	Status
 (A & DESIGN)	2,615,859 76/101,573	Registered
AIRO	4,058,557 85/136,721	Registered
AIRO ISAFE	85/680,896	Pending
AIRO I-SAFE	85/680,784	Pending
AIRO WIRELESS	4,148,568 85/136,768	Registered
ISAFE	3,611,792 77/568,232	Registered
I-SAFE	4,416,882 85/680,952	Registered
ISAFE SMARTPHONE	85/680,941	Pending
I-SAFE SMARTPHONE	85/680,924	Pending
SMART TOOLS FOR TOUGH OPERATORS	4,398,714 85/680,910	Registered

EXHIBIT A