

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM309882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KVH Industries, Inc.		06/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America N.A.		
Street Address:	10943 NE State HWY		
Internal Address:	WA6-112-01-01		
City:	Port Orchard		
State/Country:	WASHINGTON		
Postal Code:	98366		
Entity Type:	national banking association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3773123	TRI-AMERICAS	
Registration Number:	2864752		
Registration Number:	2075009	AZIMUTH	
Registration Number:	2128188	DATASCOPE	
Registration Number:	2054486	K V H	
Registration Number:	3479520	KVH INDUSTRIES MINI-VSAT BROADBAND	
Registration Number:	3411198	MINI-VSAT	
Registration Number:	1323008	SAILCOMP	
Registration Number:	2623778	TACNAV	
Registration Number:	2098109	TRACPHONE	
Registration Number:	1964740	TRACVISION	
CORRESPONDENCE DATA			
Fax Number:	6173459020		
<i>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.</i>			
Phone:	6173459000		
Email:	tmdocket@hinckleyallen.com		
Correspondent Name:	Andrea J Mealey		
Address Line 1:	28 State Street		

TRADEMARK

Address Line 2:	Hinckley Allen & Snyder LLP
Address Line 4:	Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Andrea J Mealey
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SIGNATURE:	/Andrea J Mealey/
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DATE SIGNED:	07/08/2014
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Total Attachments: 5

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COLLATERAL ASSIGNMENT FOR SECURITY
(TRADEMARKS)

THIS COLLATERAL TRADEMARK ASSIGNMENT (this “Assignment”) dated as of July 1, 2014 by **KVH INDUSTRIES, INC.**, a Delaware corporation with a principal place of business at 50 Enterprise Center, Middletown, Rhode Island 02842 (“Assignor”), in favor of **BANK OF AMERICA, N.A.**, as Administrative Agent, having offices at WA6-112-01-01, Port Orchard, Washington 98366 (together with its successors and assigns, “Assignee”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, as defined below.

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof by and between Assignor and Assignee (as amended from time to time, the “Security Agreement”), Assignor granted to Assignee a security interest in all of Assignor’s assets, including, without limitation, the intellectual property described on Schedule A to secure, inter alia, the payment and performance of the Obligations; and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. As collateral security for the payment and performance in full of the Obligations, Assignor does hereby confirm and ratify the collateral assignment and security interest granted unto Assignee in all of Assignor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, as more fully set forth in the Security Agreement:

(i) each trademark and each registration thereof, and each trademark registration application owned by Assignor, including, without limitation, each such trademark and trademark registration application set forth on Schedule A, attached hereto and incorporated herein by reference; and

(ii) all proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in Assignee’s own name and for its own use, including all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(all of the foregoing, individually and collectively, the “Trademarks”).

2. Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks 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.

(ii) that nothing in this Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all U.S. trademarks owned by Assignor, and (b) all U.S. applications pending for registration of trademarks owned by Assignor.

(iv) to the best of Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable.

(vi) to the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses to shop rights and covenants by Assignor not to sue third persons.

(vii) Assignor has the unqualified right to enter into this Assignment and perform its terms.

3. Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Assignment unless permitted under the Credit Agreement, without Assignee's prior written consent.

4. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain additional registered Trademarks, or additional Trademark applications or Trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark or any improvement on any Trademark, or become the owner of any registration applications for Trademarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee, its respective affiliates, directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed (collectively, the "Losses"), incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in

any way connected with this Assignment, except as a result of gross negligence or willful misconduct of Assignee or Assignee's Indemnified Parties and further excluding in any event, Losses incurred solely as a result of any claim of infringement by any third party based on the use of any Trademark by Assignee or any other entity following any foreclosure by Assignee of its security interest in the Trademarks.

6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future U.S. Trademarks or Trademark applications owned by Assignor.

7. At such time as all of the Obligations have been paid in full, this Assignment shall terminate and the Assignee shall, upon the written request of the Assignor, execute and deliver to the Assignor all assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor, the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to the Assignee by the Assignor pursuant to this Assignment, as fully as if this Assignment had not been made, subject to any disposition of all or any part thereof which may have been made by the Assignee pursuant hereto or the Security Agreement

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as an instrument under seal as of the date first set forth above.

KVH INDUSTRIES, INC.,
a Delaware corporation

By: Peter Rendall
Name: Peter Rendall
Title: Chief Financial Officer

State/Commonwealth of Rhode Island)
County of Newport) ss

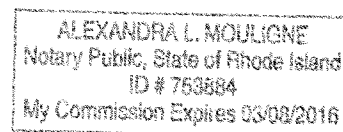
On this 30th day of June, 2014, before me a Notary Public in and for said State/Commonwealth, duly commissioned and sworn, personally appeared Peter Rendall, Chief Financial Officer of KVH Industries, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, or personal knowledge of the undersigned, to be the person executing the foregoing instrument/agreement and acknowledged to me that he subscribed his name thereto as his free act and deed and the free act and deed of said KVH Industries, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first above written.

Alexandra Mouligné
Notary Public
Alexandra Mouligne
Print Name

My Commission Expires: 03/08/2016

[SEAL]



SCHEDULE A

	Trademark	Registration No.	Filing Date	Registration Date
1.	TRI-AMERICAS	3,773,123	February 9, 2009	April 6, 2010
2.	MISC. DESIGN (dome-shaped housing)	2,864,752	May 1, 2002	July 20, 2004
3.	AZIMUTH	2,075,009	October 4, 1995	July 1, 1997
4.	DATA-SCOPE (Stylized)	2,128,188	May 2, 1996	January 13, 1998
5.	KVH (and design)	2,054,486	January 29, 1996	April 22, 1997
6.	KVH INDUSTRIES MINI-VSAT BROADBAND (and design)	3,479,520	October 10, 2007	August 5, 2008
7.	MINI-VSAT	3,411,198	October 10, 2007	April 8, 2008
8.	SAILCOMP	1,323,008	January 27, 1984	March 5, 1985
9.	TACNAV	2,623,778	February 13, 2001	September 24, 2002
10.	TRACPHONE	2,098,109	September 26, 1995	September 16, 1997
11.	TRACVISION	1,964,740	October 19, 1994	March 26, 1996