

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TELECOM LEASE ADVISORS MANAGEMENT 2 LLC		07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	IWG-TLA HOLDINGS, LLC		
Street Address:	4640 Admiralty Way		
Internal Address:	Suite 1030		
City:	Marian Del Rey		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4449326	TELECOM LEASE ADVISORS	
Registration Number:	4449327	MEDIA LEASE ADVISORS	
Registration Number:	4464281	LEASE ADVISORS	
Registration Number:	4504535	TOMORROW'S MONEY TODAY	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	29243.3		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	07/10/2014		

CH \$115.00 4449326

TRADEMARK

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of July 1, 2014, is made by the parties listed on the signature pages hereof (collectively, the "**Grantors**") in favor of IWG-TLA HOLDINGS, LLC (the "**Lender**"), a Delaware limited liability company, located at 1199 N. Fairfax Street, Suite 700, Alexandria, Virginia 22314, as lender under the Loan Agreement referred to below.

WHEREAS, TELECOM LEASE ADVISORS MANAGEMENT 2 LLC (the "**Borrower**") has entered into a Loan Agreement dated as of July 1, 2014 (the "**Loan Agreement**") with the Lender.

WHEREAS, as a condition precedent to the making of loans by the Lender under the Loan Agreement, each Grantor has executed and delivered to the Lender that certain Security Agreement dated as of July 1, 2014, made by and among the Grantors and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Lender as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

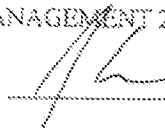
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of

Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TELECOM LEASE ADVISORS
MANAGEMENT 2 LLC

By:  _____

Name: JAALED SABA

Title: MANAGER

Address for Notices:

4640 ADMIRALTY WAY

SUIRE 1030

MARINA DEL REY, CA 90292

AGREED TO AND ACCEPTED:

IWG-TLA HOLDINGS, LLC,
as Lender

By: _____

Name:

Title:

Address for Notices:

[IP Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TELECOM LEASE ADVISORS
MANAGEMENT 2 LLC

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

IWG-TLA HOLDINGS, LLC,
as Lender

By:  _____

Name: Lance C. Cawley

Title: Chief Financial Officer

Address for Notices:

InSite Wireless Group

1199 N. Fairfax Street, Suite 700

Alexandria, VA 22314

[IP Security Agreement]

SCHEDULES

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

NONE

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
TELECOM LEASE ADVISORS	4449326	DECEMBER 10, 2013
MEDIA LEASE ADVISORS	4449327	DECEMBER 10, 2013
LEASE ADVISORS	4464281	JANUARY 7, 2014
TOMORROW'S MONEY TODAY	4504535	APRIL 1, 2014

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE