

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312048

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rockwell Collins Satellite Communications Systems, Inc.		07/25/2014	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Banyan Mezzanine Fund II, L.P.
Street Address:	1111 BRICKELL AVENUE, SUITE 1300
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3303579	DATAPATH
Registration Number:	3403104	DATAPATH
Registration Number:	3363288	DATAPATH
Registration Number:	3357603	DATAPATH INTEGRATED LOGISTICS SUPPORT FO
Registration Number:	3413284	DATAPATH IP ACCELERATOR
Registration Number:	3360728	DATAPATH SOFTWARE
Registration Number:	3488214	DEFY BOUNDARIES. COMMUNICATE ANYWHERE.
Registration Number:	3373928	DEFYING BOUNDARIES. COMMUNICATING ANYWHE
Registration Number:	2965101	MAXVIEW
Registration Number:	3815046	MOBILINK
Serial Number:	86136899	DATAPATH INTEGRATED LOGISTICS SUPPORT
Serial Number:	86244209	DATAPATH

CORRESPONDENCE DATA

Fax Number: 2039757180

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: 203-353-6834

Email: clondon@edwardswildman.com

Correspondent Name: Edwards Wildman Palmer LLP

Address Line 1: P.O. Box 130; F.D.R. Station

TRADEMARK

Address Line 2: Paralegal Christina London
Address Line 4: New York, NEW YORK 10150

ATTORNEY DOCKET NUMBER: 300692-8

NAME OF SUBMITTER: Christina London

SIGNATURE: /Christina London/

DATE SIGNED: 07/28/2014

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made as of July 25, 2014 between **ROCKWELL COLLINS SATELLITE COMMUNICATIONS SYSTEMS, INC.**, a Georgia corporation (the "Grantor"), and **BANYAN MEZZANINE FUND II, L.P.**, a Delaware limited partnership, in its capacity as administrative agent (in such capacity, the "Agent") for the benefit of the Lenders (as such term is defined in the Loan Agreement).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to the Agent for the benefit of the Lenders a continuing security interest in the following property, pursuant to that certain Loan and Security Agreement entered into among Grantor and DPII Holdings LLC, a Delaware limited liability company, as borrowers (collectively, the "Borrowers"), the Agent and the Lenders, dated as of the date hereof (as it may be amended, modified or restated from time to time, the "Security Agreement"):

- (i) Each Trademark listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii) and all proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any Trademark listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or Trademark, in each case together with the right to sue for and collect said damages;

to secure performance of all obligations of the Borrowers and any other Loan Party under the Security Agreement and the other Loan Documents.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademarks 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.

For purposes of this Trademark Security Agreement, the term "Trademarks" means all (i) trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers which are adopted or used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any such mark, whether the Grantor is a licensor or licensee including the licenses listed on Schedule A (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (iii) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark or any such license, including damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) renewals and proceeds of any of the foregoing.

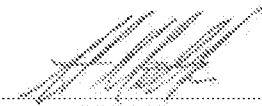
All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, Grantor and Agent have caused this Trademark Security Agreement to be duly executed as of the date first written above.

GRANTOR:

ROCKWELL COLLINS SATELLITE
COMMUNICATIONS SYSTEMS, INC.

By: 
Name: Christopher C. Moron, Sr.
Title: Chairman and Treasurer

AGENT:

BANYAN MEZZANINE FUND II, L.P.
By: Banyan Investors II, LLC, its General Partner

By: _____
Name: Adam Kaplan
Title: Authorized Representative

{Signature Page to Trademark Security Agreement (Rockwell Collins)}

IN WITNESS WHEREOF, Grantor and Agent have caused this Trademark Security Agreement to be duly executed as of the date first written above.

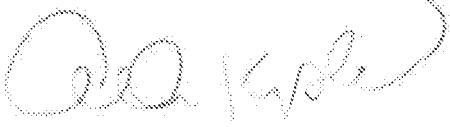
GRANTOR:

ROCKWELL COLLINS SATELLITE
COMMUNICATIONS SYSTEMS, INC.

By: _____
Name:
Title:

AGENT:

BANYAN MEZZANINE FUND II, L.P.
By: Banyan Investors II, LLC, its General Partner


By: _____
Name: Adam Kaplan
Title: Authorized Representative

{Signature Page to Trademark Security Agreement (Rockwell Collins)}

Schedule A to

TRADEMARK SECURITY AGREEMENT

Trademarks

	MARK	COUNTRY	CLASS	REG. NO.	FILING DATE	REG. DATE	STATUS
1.	[DATAPATH	USA	42	3,303,579	2/24/2005	10/2/2007	Cancelled 5/9/2014]
2.	DATAPATH	USA	9	3,403,104	7/20/2005	3/25/2008	Registered
3.	DATAPATH	USA	9, 42	3,363,288	7/20/2005	1/1/2008	Registered
4.	DATAPATH INTEGRATED LOGISTICS SUPPORT FOR COMMUNICATIONS NETWORKS	USA	42	3,357,603	2/2/2006	12/18/2007	Registered
5.	DATAPATH IP ACCELERATOR	USA	9	3,413,284	5/2/2006	4/15/2008	Registered
6.	DATAPATH SOFTWARE	USA	9	3,360,728	4/4/2006	12/25/2007	Registered
7.	DEFY BOUNDARIES. COMMUNICATE ANYWHERE	USA	9, 42	3,488,214	1/17/2008	8/19/2008	Registered
8.	DEFYING BOUNDARIES.COMMUNICATIN G ANYWHERE	USA	9, 42	3,373,928	7/20/2005	1/22/2008	Registered
9.	MAXVIEW	USA	9	2,965,101	2/11/2004	7/5/2005	Registered
10.	MOBILINK	USA	9	3,815,046	5/5/2008	7/6/2010	Registered
11.	DATAPATH INTEGRATED LOGISTICS SUPPORT	USA	42	86/136899 (ITU)	12/6/2013	N/A	Published on 4/29/2014
12.	DATAPATH	USA	9	ser no 86244209 (ITU)	4/7/2014	N/A	Pending