

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315305

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|---|------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BearCom Group, Inc. | | 08/26/2014 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 Six Mile Road | | |
| Internal Address: | M/C 7578 | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | a Texas banking association: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86309455 | BEARCOM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7349302494 | | |
| <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: | 734-930-0121 | | |
| Email: | asujek@bodmanlaw.com | | |
| Correspondent Name: | Angela Alvarez Sujek - Bodman PLC | | |
| Address Line 1: | 201 South Division, Suite 400 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| NAME OF SUBMITTER: | Angela Alvarez Sujek | | |
| SIGNATURE: | /Angela Alvarez Sujek/ | | |
| DATE SIGNED: | 08/27/2014 | | |
| Total Attachments: 5 | | | |
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OP \$40.00 86309455

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of August 26, 2014 by BearCom Group, Inc. a Texas corporation (the "Debtor") and Comerica Bank, ("Bank").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among BearCom Group, Inc., as successor by merger to BearCom Merger Corp., and such other parties as may join thereto from time to time as a borrower thereunder (collectively, the "Borrowers" and each a "Borrower") and Secured Party, the Bank has agreed, subject to the satisfaction of certain terms and conditions, to make Advances (as defined in the Credit Agreement) to the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, as required by the Credit Agreement, the Debtor has joined into that certain Security Agreement dated as of the date hereof by and among the Borrowers and the Secured Party (as amended, restated or otherwise modified from time to time, including by joinder, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of additional Advances (as defined in the Credit Agreement), the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to continue to make Advances (as defined in the Credit Agreement) to the Borrowers pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing: all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has

been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

BEARCOM GROUP, INC.


By  _____

Name: Jerry Denham

Its: President

SECURED PARTY:

COMERICA BANK

By: 
Name: Steven Colwick
Title: Senior Vice President – Texas Division

**SCHEDULE 1.1
TRADEMARK COLLATERAL**

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|-------------|-----------------|--------------------|-----------------|------------------|---|
| BEARCOM | 86/309455 | 6/13/14 | n/a | n/a | BearCom Group, Inc. (a Texas corporation) |