

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329812

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNITEK GLOBAL SERVICES, INC.		01/13/2015	CORPORATION: DELAWARE
UNITEK ACQUISITION, INC.		01/13/2015	CORPORATION: DELAWARE
PINNACLE WIRELESS USA, INC.		01/13/2015	CORPORATION: DELAWARE
UNITEK USA, LLC		01/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
DIRECTSAT USA, LLC		01/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
FTS USA, LLC		01/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
UNITEK SERVICES COMPANY LLC		01/13/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4011163	UNITEK
Registration Number:	4078852	UNITEK GLOBAL SERVICES CONNECTING THE WI
Registration Number:	3996242	CONNECTING THE WIRED AND WIRELESS WORLDS
Registration Number:	3900442	UNITEK GLOBAL SERVICES
Registration Number:	4014725	BCI COMMUNICATIONS, INC UNITEK GLOBAL SE
Registration Number:	3760444	BCI
Registration Number:	4180480	NEXLINK GLOBAL SERVICES
Registration Number:	4180479	NEX LINK GLOBAL SERVICES

CH \$215.00 4011163

CORRESPONDENCE DATA**Fax Number:** 2124466460*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:** 2124464800**Email:** hayley.smith@kirkland.com**Correspondent Name:** Hayley Smith, Senior Legal Assistant**Address Line 1:** Kirkland & Ellis LLP**Address Line 2:** 601 Lexington Avenue**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 14497-7 (HS)**NAME OF SUBMITTER:** Hayley Smith**SIGNATURE:** //Hayley Smith//**DATE SIGNED:** 01/22/2015**Total Attachments: 12**

source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page1.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page2.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page3.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page4.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page5.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page6.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page7.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page8.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page9.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page10.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page11.tif
source=UniTek IP Security Agreement (EXECUTED)_ (34623422_1)#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of January 13, 2015, is made by UNITEK GLOBAL SERVICES, INC., a corporation organized under the laws of the State of Delaware (“UniTek Parent”), UNITEK ACQUISITION, INC., a corporation organized under the laws of the State of Delaware (“UniTek Acquisition”), PINNACLE WIRELESS USA, INC., a corporation organized under the laws of the State of Delaware (“Pinnacle”), UNITEK USA, LLC, a limited liability company organized under the laws of the State of Delaware (“UniTek USA”), DIRECTSAT USA, LLC, a limited liability company organized under the laws of the State of Delaware (“DirectSat”), FTS USA, LLC, a limited liability company organized under the laws of the State of Delaware (“FTS”) and UNITEK SERVICES COMPANY LLC, a limited liability company organized under the laws of the State of Delaware (“UniTek Services Co.”) (UniTek Parent, UniTek Acquisition, Pinnacle, UniTek USA, DirectSat, FTS and UniTek Services Co. collectively, “Grantors”), -each with an address at 1777 Sentry Parkway West, Gwynedd Hall, Suite 202, Blue Bell, Pennsylvania 19422, in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Agent under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor “Agent” appointed under the Credit Agreement, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, each other Person hereafter joined thereto as a borrower from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the “Lenders”) and Agent, Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of Issuer, Lenders and each other holder of any Obligations, security interests and Liens in substantially all of each Grantor’s assets, including without limitation all of each Grantor’s Intellectual Property and specifically including all of each Grantor’s registered United States patents, trademarks and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “US Registered Intellectual Property”).

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent’s Liens in the US Registered Intellectual Property;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other holder of any of the Obligations, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; which such continuing security

interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agent and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document is terminated.

2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new US Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Issuer and Lender and each other holder of the Obligations, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

10. Governing Law. This Agreement, and all matters relating hereto or thereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement regarding consents to and waivers regarding jurisdiction and venue,

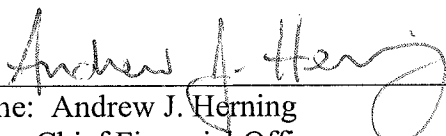
Section 16.5 of the Credit Agreement regarding indemnities by Grantors, Section 16.6 of the Credit Agreement regarding notices, Section 16.7 of the Credit Agreement regarding survival of certain provisions, Section 16.9 of the Credit Agreement regarding expenses, Section 16.10 of the Credit Agreement regarding injunctive relief and Article XII of the Credit Agreement regarding certain waivers including waivers of the rights of jury trial are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Law or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

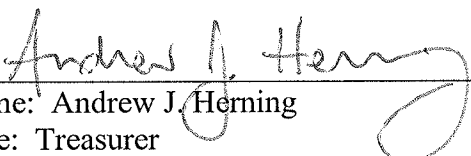
In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above,

GRANTORS:

**UNITEK GLOBAL SERVICES, INC.
UNITEK ACQUISITION, INC.**

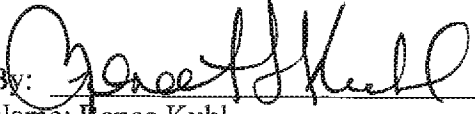
By: 
Name: Andrew J. Hering
Title: Chief Financial Officer

**PINNACLE WIRELESS USA, INC.
UNITEK USA, LLC
DIRECTSAT USA, LLC
FTS USA, LLC
UNITEK SERVICES COMPANY LLC**

By: 
Name: Andrew J. Hering
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Renee Kuhl
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005445 FRAME: 0755

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

Registered Owner	Trademark	Registration Number
UniTek Global Services, Inc.	UNITEK	4,011,163
UniTek Global Services, Inc.	UNITEK GLOBAL SERVICES CONNECTING THE WIRED AND WIRELESS WORLDS	4,078,852
UniTek Global Services, Inc.	CONNECTING THE WIRED AND WIRELESS WORLDS	3,996,242
UniTek Global Services, Inc.	UNITEK GLOBAL SERVICES	3,900,442
UniTek Global Services, Inc.	NEXLINK GLOBAL SERVICES	4,180,480
UniTek Global Services, Inc.	NEXLINK GLOBAL SERVICES and Design	4,180,479
BCI Communications, Inc.	(BCI COMMUNICATIONS, INC., a UniTek Global Services company) and Design	4,014,725
BCI Communications, Inc.	BCI	3,760,444

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 20___, by UNITEK GLOBAL SERVICES, INC., a corporation organized under the laws of the State of Delaware ("UniTek Parent"), UNITEK ACQUISITION, INC., a corporation organized under the laws of the State of Delaware ("UniTek Acquisition"), PINNACLE WIRELESS USA, INC., a corporation organized under the laws of the State of Delaware ("Pinnacle"), UNITEK USA, LLC, a limited liability company organized under the laws of the State of Delaware ("UniTek USA"), DIRECTSAT USA, LLC, a limited liability company organized under the laws of the State of Delaware ("DirectSat"), FTS USA, LLC, a limited liability company organized under the laws of the State of Delaware ("FTS") and UNITEK SERVICES COMPANY LLC, a limited liability company organized under the laws of the State of Delaware ("UniTek Services Co.") (UniTek Parent, UniTek Acquisition, Pinnacle, UniTek USA, DirectSat, FTS and UniTek Services Co. collectively, "Grantors"), each with an address at 1777 Sentry Parkway West, Gwynedd Hall, Suite 202, Blue Bell, Pennsylvania 19422, in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Agent under the Credit Agreement (as defined in the IP Agreement referenced below) (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent").

WITNESSETH

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of January [], 2015 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement; and

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other holder of any of the Obligations, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired.

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other holder of any of the Obligations, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above;

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

UNITEK GLOBAL SERVICES, INC.

By: _____

Name:

Title:

UNITEK ACQUISITION, INC.

PINNACLE WIRELESS USA, INC.

UNITEK USA, LLC

DIRECTSAT USA, LLC

FTS USA, LLC

UNITEK SERVICES COMPANY LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Agent

By: _____
Name:
Title:

[Signature Page to IP Security Agreement - Supplement Date _____]