ETAS ID: TM331399

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

| Name            | Formerly | Execution Date | Entity Type                            |
|-----------------|----------|----------------|--|
| LCC MILLER, LLC |          | 02/06/2015     | LIMITED LIABILITY<br>COMPANY: DELAWARE |

## **RECEIVING PARTY DATA**

| Name:           | WIRELESS FACILITIES, INC.    |  |  |
|-----------------|------------------------------|--|--|
| Street Address: | 7900 Westpark Dr., Ste A-300 |  |  |
| City:           | McLean                       |  |  |
| State/Country:  | VIRGINIA                     |  |  |
| Postal Code:    | 22102                        |  |  |
| Entity Type:    | CORPORATION: DELAWARE        |  |  |

## **PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4116982 | WFI       |
| Registration Number: | 4487068 | WFI       |

# **CORRESPONDENCE DATA**

Fax Number: 7132387161

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.

Email: pat-tmk@andrewskurth.com

**Correspondent Name:** Jonathan Heins

Address Line 1: 600 Travis, Suite 4200 Address Line 4: Houston, TEXAS 77002

| ATTORNEY DOCKET NUMBER: | 207685/HEINS     |
|-------------------------|------------------|
| NAME OF SUBMITTER:      | Jonathan Heins   |
| SIGNATURE:              | /Jonathan Heins/ |
| DATE SIGNED:            | 02/06/2015       |

## **Total Attachments: 4**

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> TRADEMARK **REEL: 005455 FRAME: 0075**

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#### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release"), is made and effective as of February 6, 2015 and granted by LCC MILLER, LLC, a Delaware limited liability company ("Collateral Agent"), as collateral agent for each of the Secured Parties (as defined in the hereinafter described Security Agreement) under the Security Agreement referred to below, in favor of WIRELESS FACILITIES, INC., a Delaware corporation, and its successors, legal representatives and assignees ("Grantor").

**WHEREAS**, Lightbridge Communications Corporation, a Delaware corporation ("**Borrower**"), is the direct or indirect parent of Grantor;

**WHEREAS**, Lenders (as defined in the hereinafter described Security Agreement) have made certain extensions of credit available to Borrower, as evidenced by one or more promissory notes payable to Lenders (or any of them);

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement dated as of November 27, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Borrower and Guarantors (as defined in the Security Agreement), including, without limitation Grantor, as debtors, and Collateral Agent, Grantor agreed to grant in favor of Collateral Agent for the benefit of the Secured Parties a perfected security interest in, and Collateral Agent agreed to become a secured creditor with respect to, the Trademark Collateral (as defined herein);

**WHEREAS**, pursuant the terms of that certain Grant of Trademark Security Interest dated November 2013, Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral;

**WHEREAS**, the Grant of Trademark Security Interest was recorded at the United States Patent and Trademark Office at Reel 5212 / Frame 0021 on February 7, 2013; and

WHEREAS, Grantor has requested that Collateral Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. <u>Definition</u>. The term "Trademark Collateral", as used herein, shall mean all of Grantor's right, title and interest of every kind and nature as of the date hereof in, to and under the following (collectively, the "**Trademark Collateral**"):

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- (a) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;
  - (b) all renewals of trademark and service mark registrations;
- (c) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark, and with respect to any so-called "intent-to-use" application for registration of a trademark or service mark, all of the business to which such trademark or service mark pertains;
- (d) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and
- (e) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.
- 2. <u>Release of Security Interest</u>. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral and reassigns to Grantor any and all such right, title and interest that it may have in the Trademark Collateral.
- 3. <u>Further Assurances</u>. Collateral Agent hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, in each case at Grantor's expense and in form and substance reasonably satisfactory to Collateral Agent.
- 4. <u>Governing Law</u>. This Release 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 Release 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

LCC MILLER, LLC, a Delaware limited liability company

Name: Erie Fangmann

Title: Manager

THE STATE OF <u>Floridas</u> S COUNTY OF <u>Falm Boods</u>

This instrument was acknowledged before me on this \_\_\_\_\_ day of January, 2015, by Eric Fangmann, Manager of LCC Miller, LLC, a Delaware limited liability company, on behalf of said limited liability company.

SARAH K. STRATTON

Notary Public - State of Florida

My Comm. Expires Oct 3, 2018

Commission # FF 154912

Sontied through National Notary Assn.

Notary Public in and for the State of Flonds
Name Printed: Sural Suran Sural Suran Sural Suran S

Signature Page to Release of Trademark Security Interest (Wireless Facilities, Inc.)

# **SCHEDULE A**

# **Trademark Registrations/Applications**

| Mark                      | Goods  | Serial<br>Number | Reg.<br>Number | Date<br>Registered |
|---------------------------|--|------------------|----------------|--------------------|
| WFI                       | Class 36: Real estate site acquisition for the construction of telecommunications systems and networks; Class 37: Construction and installation of wireless, cable, and fiber telecommunication systems and networks; real estate site selection, namely, site selection of telecommunications systems and networks; Class 38: Technical consulting in the field of telecommunications; Class 42: Engineering services in the field of telecommunications; deign, testing, maintenance, deployment, operation, implementation, and optimization of telecommunications systems and networks; Class 45: Consultation on the preparation of applications for telecommunications licenses and subsequent regulatory filings. | 85/170274        | 4116982        | 03/27/2012         |
| WFI & Green Block<br>Logo | Class 36: Real estate site acquisition for the construction of telecommunications systems and networks; Class 37: Construction and installation of wireless, cable, and fiber telecommunication systems and networks; real estate site selection, namely, site selection of telecommunications systems and networks; Class 38: Technical consulting in the field of telecommunications; Class 42: Engineering services in the field of telecommunications; deign, testing, maintenance, deployment, operation, implementation, and optimization of telecommunications systems and networks; Class 45: Consultation on the preparation of applications for telecommunications licenses and subsequent regulatory filings. | 85/732433        | 4487068        | 2/25/2014          |

Schedule A

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**RECORDED: 02/06/2015**