

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flash Wireless, LLC		04/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	201 North Tryon Street		
Internal Address:	Suite 1700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4165656	FLASH WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-7000		
Email:	angie.wicker@alston.com		
Correspondent Name:	Laura Kees, Esq.		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Laura Kees		
SIGNATURE:	/Laura Kees/		
DATE SIGNED:	04/03/2015		
Total Attachments: 3			
source=Fifth Third_ACN - Grant of Security Interest in Patents and Trademarks (Flash Wireless) (2015)_1#page1.tif			
source=Fifth Third_ACN - Grant of Security Interest in Patents and Trademarks (Flash Wireless) (2015)_1#page2.tif			
source=Fifth Third_ACN - Grant of Security Interest in Patents and Trademarks (Flash Wireless)			

OP \$40.00 4165656

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, FLASH WIRELESS, LLC, a Delaware limited liability company (the “Pledgor”) is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the “Trademarks”) and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the “Patents”); and

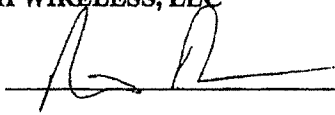
WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the “Security Agreement”), dated as of April 2, 2015, in which the Pledgor has agreed with Fifth Third Bank (the “Administrative Agent”), with offices at 201 North Tryon Street, Suite 1700, Charlotte, N.C. 28202, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

[Signature Page Follows]

FLASH WIRELESS, LLC

By: _____



Name: Rick Dunn

Title: Treasurer

[Signature Page to Grant of Security Interest in Patents and Trademarks]

Schedule A

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Pledgor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u> <u>Reg. Date</u>
Flash Wireless, LLC	FLASH WIRELESS <hr/>	RN: 4,165,656	April 18, 2011 June 26, 2012

U.S. PATENTS AND PATENT APPLICATIONS

None.