

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361223

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mobilecomm Site Management, LLC		11/04/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	1 CIT Drive		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4398642	MOBILECOMM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2001 Ross Avenue, Suite 3600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	18965-30570		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	11/04/2015		
<b>Total Attachments: 5</b>			
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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Notice of Grant of Security Interest in Trademarks*”) dated November 4, 2015, is made by the Person listed on the signature pages hereof (the “*Grantor*”) in favor of CIT BANK, N.A. (“*CIT*”) as administrative agent (together with its successors in such capacity, the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MOBILITIE INVESTMENTS III, LLC, a Delaware limited liability company, has entered into a Credit and Guaranty Agreement, dated as of November 4, 2015 (as amended, amended and restated, joined, supplemented or otherwise modified, replaced or refinanced from time to time, the “*Credit Agreement*”) with MobileComm Site Management, LLC and the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and CIT, as Administrative Agent.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Secured Parties under the Credit Agreement from time to time, the Grantor has executed and delivered that certain Security and Pledge Agreement dated November 4, 2015 made by the Grantor and the other parties thereto in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this Notice of Grant of Security Interest in Trademarks for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the “*Trademark Collateral*”):

- (i) all of such Grantor’s Trademarks including those referred to on Schedule A; and
- (ii) all renewals or extensions of the foregoing.

Notwithstanding anything to the contrary contained herein, the security interests granted hereunder shall not extend to Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by the Grantor under this Notice of Grant of Security Interest in Trademarks secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations). Without limiting the generality of the foregoing, this Notice of Grant of Security Interest in Trademarks secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents and any Secured Hedge Agreement but for the fact that any such Obligation is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Notice of Grant of Security Interest in Trademarks.

SECTION 4. Execution in Counterparts. This Notice of Grant of Security Interest in Trademarks may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Notice of Grant of Security Interest in Trademarks has been entered into in conjunction with the Security Agreement and the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Notice of Grant of Security Interest in Trademarks are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

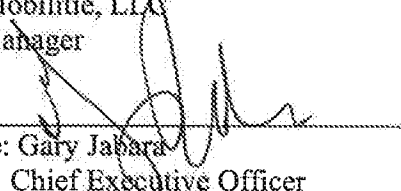
SECTION 6. Governing Law. THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MOBILECOMM SITE MANAGEMENT, LLC

By: Mobilitie, LLC  
Its: Manager

By:   
Name: Gary Jabara  
Title: Chief Executive Officer

Address for Notices:

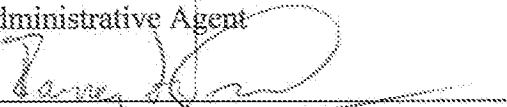
Mobilitie, LLC  
C/O Mobilitie Investments III, LLC  
2220 University Drive  
Newport Beach, CA 92660  
Attention: Chief Financial Officer  
Facsimile: 949-531-4355  
Email: mark@mobilitie.com  
Telephone: (949) 999-4554

[Signature Page for Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005661 FRAME: 0088**

Accepted and Agreed as of this \_\_\_\_ day of November, 2015.

CIT BANK, N.A.,  
as Administrative Agent

By   
Name: Darren Wanamaker  
Title: Director

[Signature Page for Notice of Grant of Security Interest in Trademarks]

**Schedule A to the  
Notice of Grant of Security Interest in Trademarks**

**United States Trademarks and Trademark Applications**

<b>Owner</b>	<b>Mark</b>	<b>App. No. Reg. No.</b>
MOBILECOMM SITE MANAGEMENT, LLC	MOBILECOMM	85/662,562 4,398,642