

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automotive Technologies, Inc.		09/30/2016	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	425 Walnut Street		
Internal Address:	8th Floor		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	74702950	WIRELESS ZONE	
Serial Number:	75038236	WIRELESS ANYWHERE	
Serial Number:	75871805	WIRELESS ANYWHERE	
Serial Number:	75926208	WIRELESS ZONE	
Serial Number:	75926207	WIRELESS ZONE	
Serial Number:	78294814	WIRELESS ZONE	
Serial Number:	78294821	WIRELESS ZONE	
Serial Number:	78294846	WIRELESS ZONE	
Serial Number:	78294976	WIRELESS ZONE	
Serial Number:	78294874	WIRELESS ZONE	
Serial Number:	78294895	WIRELESS ZONE	
Serial Number:	78294922	WIRELESS ZONE	
Serial Number:	78294949	WIRELESS ZONE	
Serial Number:	78294968	WIRELESS ZONE FOUNDATION FOR GIVING	
Serial Number:	78682735	WIRELESS ZONE	
Serial Number:	78724116	WIRELESS ZONE HOT SPOT	
Serial Number:	77789129	4G ZONE	
Serial Number:	85062839	WIRELESS ZONE	

OP \$715.00 74702950

Property Type	Number	Word Mark
Serial Number:	85062853	WIRELESS ZONE
Serial Number:	85062875	WIRELESS ZONE
Serial Number:	85062895	WIRELESS ZONE
Serial Number:	85062957	WIRELESS ZONE
Serial Number:	85653103	CELLULAR CHLOE
Serial Number:	85653116	CELLULAR CHLOE
Serial Number:	85653084	CELLULAR CHLOE
Serial Number:	85657463	ZONE
Serial Number:	85657474	ZONE
Serial Number:	85912344	TRADE IN ZONE

CORRESPONDENCE DATA

Fax Number: 3172371000

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: 317-237-1089

Email: tmindy@faegrebd.com,louis.perry@faegrebd.com,ashley.moore@faegrebd.com

Correspondent Name: Louis T. Perry

Address Line 1: 300 N. Meridian Street

Address Line 2: Suite 2700

Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER: Louis T. Perry

SIGNATURE: /Louis T. Perry/

DATE SIGNED: 10/04/2016

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September, 2016, by and between AUTOMOTIVE TECHNOLOGIES, INC., a Connecticut corporation ("Grantor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("U.S. Bank"), in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of July 31, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Round Room LLC, an Indiana limited liability company, The Cellular Connection, LLC, an Indiana limited liability company, f/k/a Moorehead LLC, as the successor to Moorehead Communications, Inc. by conversion, PYITE, LLC, an Indiana limited liability company (collectively, the "Borrowers"), the other Loan Parties party thereto, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, each of the Lenders is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain Affiliates of Grantor shall have executed and delivered to Agent, for the benefit of Lenders, that certain Amended and Restated Security Agreement, dated as of July 31, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Trademark Security Agreement; provided, however that upon the filing of "Statement of Use" with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark

Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under any Financial Contracts) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any obligations under any Financial Contracts that, at such time, are allowed by the applicable counterparty to such Financial Contracts to remain outstanding without being required to be repaid, and (iii) outstanding LC Obligations and obligations related to any Cash Management Services that have been Cash Collateralized. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER,**

GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF MARION, STATE OF INDIANA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

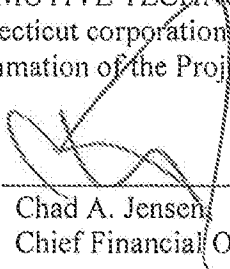
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

AUTOMOTIVE TECHNOLOGIES, INC.,
a Connecticut corporation (effective upon the
consummation of the Project Zone Acquisition)

By: 
Name: Chad A. Jensen
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

U.S. BANK NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005895 FRAME: 0079

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

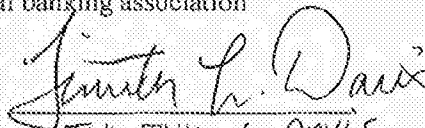
AUTOMOTIVE TECHNOLOGIES, INC.,
a Connecticut corporation (effective upon the
consummation of the Project Zone Acquisition)

By: _____
Name: Chad A. Jensen
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

U.S. BANK NATIONAL ASSOCIATION, a
national banking association

By: 
Name: TIMOTHY L. DAVIS
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial/Registration No.	Reg. Date
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 38)	74702950	3/28/00
Automotive Technologies, Inc.	CA	WIRELESS ZONE (CL. 38)	1161553	1/06/06
Automotive Technologies, Inc.	US	WIRELESS ANYWHERE (CL. 38)	75038236	2/24/98
Automotive Technologies, Inc.	US	 (CL. 38)	75871805	10/10/00
Automotive Technologies, Inc.	US	 (CL. 35, 38)	75926208	5/7/02
Automotive Technologies, Inc.	US	 (CL. 35, 38)	75926207	3/19/02

Grantor	Country	Mark	Serial/ Registration No.	Reg. Date
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 9)	78294814	11/8/05
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 16)	78294821	9/7/04
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 25)	78294846	9/7/04
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 28)	78294976	9/7/04
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 36)	78294874	9/7/04
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 35)	78294895	12/06/05
Automotive Technologies, Inc.	US	wireless ZONE (CL. 35)	78294922	12/06/05
Automotive Technologies, Inc.	US	wireless ZONE (CL. 35)	78294949	12/06/05
Automotive Technologies, Inc.	US	WIRELESS ZONE FOUNDATION FOR GIVING (CL. 36)	78294968	9/7/04

Grantor	Country	Mark	Serial/Registration No.	Reg. Date
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 38)	78682735	5/5/09
Automotive Technologies, Inc.	US	 WIRELESS ZONE (CL. 38)	78724116	4/17/07
Automotive Technologies, Inc.	US	4G ZONE (CL. 35)	77789129	4/3/12
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 16)	85062839	5/10/11
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 35)	85062853	3/10/11
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 36)	85062875	5/3/11
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 37)	85062895	5/20/14
Automotive Technologies, Inc.	US	WIRELESS ZONE (CL. 9, 41)	85062957	11/8/11
Automotive Technologies, Inc.	US	CELLULAR CHLOE (CL. 35)	85653103	3/12/13

Grantor	Country	Mark	Serial/Registration No.	Reg. Date
Automotive Technologies, Inc.	US	CELLULAR CHLOE (CL. 38)	85653116	3/12/13
Automotive Technologies, Inc.	US	CELLULAR CHLOE (CL. 41)	85653084	3/12/13
Automotive Technologies, Inc.	US	ZONE (CL. 35)	85657463	3/19/13
Automotive Technologies, Inc.	US	ZONE (CL. 38)	85657474	3/19/13
Automotive Technologies, Inc.	US	TRADE IN ZONE (CL. 35)	85912344	7/29/14

PENDING TRADEMARKS

Owner	Country	Mark	Appl./Serial No.	Filing Date
Automotive Technologies, Inc.	CA	TRADE IN ZONE	1,699,284	10/23/2014
Automotive Technologies, Inc.	CA	WIRELESS ANYWHERE	1,626,537	5/14/2013

Owner	Country	Mark	Appl./Serial No.	Filing Date
Automotive Technologies, Inc.	CA		1,626,542	5/14/2013
Automotive Technologies, Inc.	CA	WIRELESS ZONE	1,628,698	5/29/2013
Automotive Technologies, Inc.	CA		1,628,605	5/29/2013
Automotive Technologies, Inc.	CA		1,628,603	5/29/2013
Automotive Technologies, Inc.	CA		1,626,543	5/14/2013
Automotive Technologies, Inc.	CA	WIRELESS ZONE FOUNDATION FOR GIVING	1,686,943	7/25/2014
Automotive Technologies, Inc.	CA	4G ZONE	1,626,541	5/14/2013
Automotive Technologies, Inc.	CA	CELLULAR CHLOE	1,626,707	5/15/2013