

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459035

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Velocitel, Inc.		11/30/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QualTek Acquisition, LLC		
<b>Street Address:</b>	1150 1st Avenue, Suite 600		
<b>City:</b>	King of Prussia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19406		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2554164	VELOCITEL	
<b>Registration Number:</b>	2859874	VELOCITEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325763		
<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>	215.569.5763		
<b>Email:</b>	sbockert@blankrome.com		
<b>Correspondent Name:</b>	Shaun J. Bockert		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	Blank Rome LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Shaun J. Bockert		
<b>SIGNATURE:</b>	/Shaun J. Bockert/		
<b>DATE SIGNED:</b>	01/23/2018		
<b>Total Attachments: 6</b>			
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source=QualTek - Project Valor - Closing Delivery - Trademark Assignment#page2.tif			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated as of November 30, 2017 (this "Assignment") is entered into among Velocitel, Inc., a Delaware corporation ("Velocitel"), Site Safe, Inc., a Delaware corporation ("Site Safe" and together with Velocitel, "Assignors"), and QualTek Acquisition, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee and Assignors are parties to that certain Asset Purchase Agreement dated as of November 17, 2017 (the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to transfer certain assets related to the Business to Assignee, as more fully described in the Asset Purchase Agreement;

WHEREAS, Velocitel is the exclusive owner of the entire right, title and interest in, to and under the trademarks set forth on Schedule 1 attached hereto, and Site Safe is the exclusive owner of the entire right, title and interest in, to and under the trademarks set forth on Schedule 2 attached hereto (collectively, the "Assigned Trademarks");

WHEREAS, Assignors have agreed in the Asset Purchase Agreement to assign to Assignee all of Assignors' right, title and interest in, to and under the Assigned Trademarks;

WHEREAS, Assignee has agreed in the Asset Purchase Agreement to acquire and accept all of Assignors' right, title and interest in, to and under the Assigned Trademarks;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Asset Purchase Agreement, the parties agree as follows:

SECTION 1. Definitions. Capitalized terms used herein (including in the recitals hereto) and not otherwise defined herein shall have the meanings accorded to them in the Asset Purchase Agreement.

SECTION 2. Assignment. Assignors hereby convey, assign and transfer to Assignee, and Assignee hereby acquires and accepts, all of such Assignors' right, title and interest in, to and under the Assigned Trademarks, together with all goodwill associated with the use of or symbolized by the Assigned Trademarks and all common law rights in the Assigned Trademarks.

SECTION 3. Recordation. Each Assignor hereby authorizes Assignee to record this Assignment with any relevant Governmental Authority so as to perfect its ownership of the Assigned Trademarks. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions worldwide, and any other relevant authority, to transfer all registrations and registration applications for the Assigned Trademarks to Assignee as assignee of Assignors' entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue all registrations which may issue with respect to any applications for intellectual property rights included in such Assigned Trademarks in the name of Assignee. Assignors and Assignee shall execute and deliver such instruments and take such other actions as

may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein, including the execution of all documents, instruments and papers to perform all acts as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests.

SECTION 4. No Modification of the Asset Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment.

SECTION 5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, its rules of conflict of laws notwithstanding.

SECTION 6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION 7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGES FOLLOW]

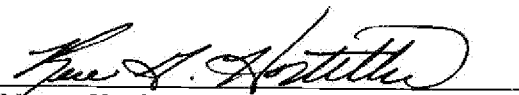
IN WITNESS WHEREOF, Assignee and Assignors have caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS:

VELOCITEL, INC.

by:   
Name: Kevin G. Hostetler  
Title: Chief Executive Officer

SITE SAFE, INC.

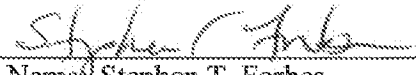
by:   
Name: Kevin G. Hostetler  
Title: Chief Executive Officer

*[Signature Page to Trademark Property Assignment]*

**TRADEMARK**  
**REEL: 006255 FRAME: 0685**

ASSIGNEE:

QUALTEK ACQUISITION, LLC

by:   
Name: Stephen T. Forbes  
Title: Chief Financial Officer

*[Signature Page to Trademark Property Assignment]*

**TRADEMARK**  
**REEL: 006255 FRAME: 0686**

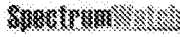
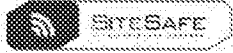
**Schedule 1**

[Velocitel Trademarks]

Trademark	Jurisdiction	Reg. No.	Reg. Date
VELOCITEL	United States	2,554,164	March 26, 2002
VELOCITEL	United States	2,859,874	July 6, 2004

**Schedule 2**

[Site Safe Trademarks]

Trademark	Jurisdiction	Reg. No.	Reg. Date
SITESAFE	United States	2,274,170	August 31, 1999
PEOPLESAFE	United States	2,492,712	September 25, 2001
RFCAD	United States	2,549,659	March 19, 2002
	United States	3,431,165	May 20, 2008
PEOPLESAFE	United States	3,511,914	October 7, 2008
	United States	5,131,334	January 31, 2017