

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velocitel, LLC (formerly known as Qualtek Acquisition, LLC)		11/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	1600 MARKET STREET		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2274170	SITESAFE	
Registration Number:	2492712	PEOPLESAFE	
Registration Number:	2549659	RFCAD	
Registration Number:	2554164	VELOCITEL	
Registration Number:	2859874	VELOCITEL	
Registration Number:	3431165	SPECTRUMWATCH	
Registration Number:	3511914	PEOPLESAFE	
Registration Number:	5131334	SITESAFE RF COMPLIANCE EXPERTS	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	215.864.8352		
Email:	shorem@ballardspahr.com		
Correspondent Name:	Michael S. Shore		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-7599		
NAME OF SUBMITTER:	Michael S. Shore		

CH \$215.00 2274170

SIGNATURE:	/Michael S. Shore/
DATE SIGNED:	02/06/2018
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2017 by and among QUALTEK ACQUISITION LLC, a Delaware limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of November 30, 2017, by and among Grantor, QualTek USA, LLC, a Delaware limited liability company ("QualTek"), Empire Telecom USA, LLC, a Delaware limited liability company ("Empire"), NX Utilities, LLC, a Delaware limited liability company ("NX"), QualSat, LLC, a Delaware limited liability company ("QualSat"), QualTek Midco, LLC, a Delaware limited liability company ("QualTek Midco"), QualTek Management, LLC, a Delaware limited liability company ("QualTek Management") and ANS Acquisition, LLC, a Delaware limited liability company ("ANS" and together with Grantor, QualTek, Empire, NX, QualSat, QualTek Midco, QualTek Management and each Person thereafter joined thereto as a borrower from time to time, collectively, the "Borrowers", and each individually, a "Borrower"), lenders which are now or which thereafter become a party thereto (collectively the "Lenders" and each individually a "Lender") and Agent (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lenders have agreed to make Advances for the benefit of Grantor and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Agent, for itself and the ratable benefit of the Lenders, this Trademark Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified);

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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, on behalf of itself and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, each of (i) the obligations of Grantor under this Trademark Security Agreement, (ii) the security interest granted to the Agent by Grantor pursuant to this Trademark Security Agreement (including priority thereof), (iii) the release of Trademark Collateral from any security interest granted and created hereby and (iv) the exercise of any right or remedy by the Agent hereunder are, in each case, subject to the provisions of the Garrison Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Garrison Intercreditor Agreement and this Trademark Security Agreement, the provisions of the Garrison Intercreditor Agreement shall control.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the 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 shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

QUALTEK ACQUISITION, LLC,
a Delaware limited liability company

By: _____

Name: Joseph Kestenbaum

Title: Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006267 FRAME: 0431

ACCEPTED AND ACKNOWLEDGED BY:

**PNC BANK, NATIONAL
ASSOCIATION**, as Agent

By:  _____

Name: Diane M. Shaak


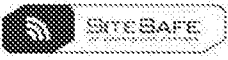
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006267 FRAME: 0432

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark	Reg. Number	Reg. Date	Owner
SITESAFE	2,274,170	August 31, 1999	QualTek Acquisition, LLC
PEOPLESAFE	2,492,712	September 25, 2001	QualTek Acquisition, LLC
RFCAD	2,549,659	March 19, 2002	QualTek Acquisition, LLC
VELOCITEL	2,554,164	March 26, 2002	QualTek Acquisition, LLC
VELOCITEL	2,859,874	July 6, 2004	QualTek Acquisition, LLC
	3,431,165	May 20, 2008	QualTek Acquisition, LLC
PEOPLESAFE	3,511,914	October 7, 2008	QualTek Acquisition, LLC
	5,131,334	January 31, 2017	QualTek Acquisition, LLC

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.