

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW ACTON MOBILE INDUSTRIES, LLC		02/01/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	1133 Avenue of the Americas		
Internal Address:	Attention: Portfolio Manager		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3023316	ACTON MOBILE INDUSTRIES	
Registration Number:	3049179	ACTON MOBILE INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038265-0032		
NAME OF SUBMITTER:	Kristin Azcona		

OP \$65.00 3023316

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TRADEMARK  
REEL: 003475 FRAME: 0737

Signature:

/kristinazcona/

Date:

02/06/2007

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of February [1], 2007 (together with all amendments, if any, from time to time hereto, this "Agreement"), by and among each of the grantors identified as such on the signature page hereof or hereafter joining this Agreement (each a "Grantor" and collectively the "Grantors"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent for Lenders (in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among New Acton Mobile Industries LLC, a Delaware limited liability company ("Borrower"), Acton Mobile Group LLC, a Delaware limited liability company ("Holdings"), and Acton Mobile Holdings, LLC, a Delaware limited liability company ("Intermediate Holdco" and, together with Borrower and Holdings, the "Credit Parties"), the lenders parties thereto from time to time (each individually, a "Lender" and collectively, "Lenders"), Canadian Imperial Bank of Commerce, in its capacity as administrative agent for Lenders (in such capacity, the "Administrative Agent"), Agent and other parties signatory thereto (as from time to time may be amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Accommodations for the benefit of, Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have granted a first priority security interest in certain property, including the Trademark Collateral (as defined below), pursuant to the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined, and the following shall have the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

(a) "Trademarks" shall mean all trademarks, service marks, trade names, trade styles, trade dress, domain names, corporate names, company names, business names, logos, or

other indicia of origin or source identification, and all registrations of and applications to register the foregoing and any new renewals thereof, together in each case with the goodwill of the business connected with the use of, and symbolized by, the foregoing.

(b) "Trademark Licenses" shall have that meaning set forth in Section 2 hereto.

(c) "Trademark Collateral" shall have that meaning set forth in Section 2 hereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure payment and performance of all Obligations, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing security interest in, and a lien upon, and a right of set off against, all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created, acquired or existing (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those Trademark registrations and applications referred to on Schedule I hereto;

(b) all of its rights and licenses to or from third parties in any Trademarks (collectively, the "Trademark Licenses");

(c) the right to sue or otherwise recover for any and all past, present and future infringement, dilution or other violation of the foregoing;

(d) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to the foregoing (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringement, dilution and other violation thereof); and

(e) all other rights of any kind whatsoever accruing thereunder or pertaining to the foregoing.

3. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts (including by facsimile), 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.

5. GOVERNING LAW. This Trademarks Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

6. CREDIT AGREEMENT. This Trademark Security Agreement has been entered into in conjunction with the Credit Agreement, and the security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to Section 5 of the Credit Agreement. Each

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 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 Trademark Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each 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.

NEW ACTON MOBILE INDUSTRIES LLC

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Maryland )  
COUNTY OF Harford ) ss.

On this 01st day of February, 2007, before me personally appeared Gary Bockrah, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of New Acton Mobile Industries, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

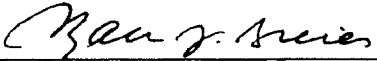
[Signature]  
Notary Public



RENEE D. NUSHOLTZ  
Notary Public, State of Maryland  
County of Harford  
My Commission Expires August 1, 2009



ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA BANK, NATIONAL ASSOCIATION

By:   
Name: Marc J. Breier  
Title: Director

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Application No. Application Date</b>	<b>Registration No. Registration Date</b>
ACTON MOBILE INDUSTRIES  	New Acton Mobile Industries, LLC	78443187 June 29, 2004	3023316 December 6, 2005
ACTON MOBILE INDUSTRIES  	New Acton Mobile Industries, LLC	78443102 June 29, 2004	3049179 January 24, 2006

**TRADEMARK APPLICATIONS**

None.