

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BURGUNDY ACQUISITION CORPORATION		07/24/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2412390	WFI
Registration Number:	2412389	WFI
Registration Number:	2333365	WFI
Registration Number:	2333377	WFI
Registration Number:	2617288	DYNAMIC TRACKER

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: Oleh.Hereliuk@federalresearch.com
 Correspondent Name: CBCInnovis dba Federal Research
 Address Line 1: 1023 Fifteenth Street, NW, Ste 401
 Address Line 2: attn: Oleh Hereliuk
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

CH \$140.00 2412390

ATTORNEY DOCKET NUMBER:	391918
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	08/22/2007
Total Attachments: 7 source=391918#page1.tif source=391918#page2.tif source=391918#page3.tif source=391918#page4.tif source=391918#page5.tif source=391918#page6.tif source=391918#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BURGUNDY ACQUISITION CORPORATION

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 24, 2007

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Foothill, Inc.

Internal Address: _____

Street Address: 2450 Colorado Ave., Suite 3000 West

City: Santa Monica

State: California

Country: USA Zip: 90404

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,412,390 (See Schedule I)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: Attention: Oleh Hereliuk

Street Address: 1030 15th Street, NW
Suite 920

City: Washington

State: DC Zip: 20005

Phone Number: 1-800-846-3190

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Malia Herndon

August 1, 2007

Signature

Date

Malia Herndon, Esq.

Total number of pages including cover sheet, attachments, and document: 7

Name of Person Signing

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of July, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Burgundy Acquisition Corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of July 24, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all reissues, continuations or extensions of the foregoing;
 - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (e) all products and proceeds 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 Trademark

TRADEMARK SECURITY AGREEMENT

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TRADEMARK
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licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

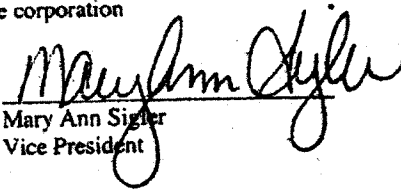
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document 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 or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document 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). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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.

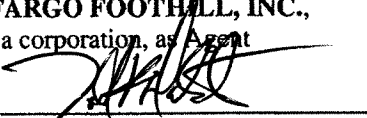
BURGUNDY ACQUISITION CORPORATION,
a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: Vice President

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 
Name: Todd R. Nakamoto
Title: Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARKS

U.S. FEDERAL TRADEMARKS

U.S. Trademarks (Current)	Application Number	Filing Date	Registration Number	Registration Date
WFI and design Type: Service Mark Int. Cl. 42	75/862,692	12/03/1999	2,412,390	12/12/2000
WFI and design Type: Type: Service Mark Int. Cl. 37	75/862,691	12/03/1999	2,412,389	12/12/2000
WFI Type: Service Mark Int. Cl. 38	75/743,120	07/06/1999	2,333,365	03/21/2000
WFI Type: Service Mark Int. Cl. 42	75/744,274	07/06/1999	2,333,377	03/21/2000
Dynamic Tracker Type: Service Mark Int. Cl. 42	76/218,456	03/01/2001	2,617,288	09/10/2002

Trade Names

Wireless Facilities

Common Law Trademarks

None

Trademarks Not Currently In Use

U.S. Trademarks (Abandoned)	Application Number	Filing Date	Registration Number	Registration Date
Next Generation Networks Type: Service Mark Int. Cl. 35, 38, 42, 45	78/534,036	12/16/2004	N/A.	N/A

U.S. Trademarks (Abandoned)	Application Number	Filing Date	Registration Number	Registration Date
The Global Leader in Telecom Outsourcing Type: Service Mark Int. Cl. 37, 42	75/543,925	08/27/1998	2,424,166	01/23/2001
We Make Wireless Work Type: Service Mark Int. Cl. 38, 42	75/804,993	09/23/1999	N/A.	N/A

Trademark Licenses

None