

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
Personal Communications Devices, LLC		05/14/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Avenue, 44th Floor
Internal Address:	Mail Code: NY1- K855
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85520504	AUTHORITY
Serial Number:	85170509	BIGSTREAM
Serial Number:	85170532	BIG STREAM
Serial Number:	85542315	PEER

CORRESPONDENCE DATA

Fax Number: 6172274420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6172390746
 Email: kouimet@edwardswildman.com
 Correspondent Name: Kristine L Ouimet, Senior Paralegal
 Address Line 1: 111 Huntington Avenue
 Address Line 2: Edwards Wildman Palmer LLP
 Address Line 4: Boston, MASSACHUSETTS 02199

CH \$115.00 85520504

ATTORNEY DOCKET NUMBER:	224825.0048
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L. Ouimet/
Date:	05/14/2012
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

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 14, 2012, between PERSONAL COMMUNICATIONS DEVICES, LLC, a Delaware limited liability company (the "Grantor") and JPMORGAN CHASE BANK, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as Borrower, the loan guarantors from time to time party thereto (the "Loan Guarantors"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantor.

WHEREAS pursuant to the Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the Loan Guarantors from time to time party thereto and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement) including the Obligations of the Grantor, as Borrower, under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

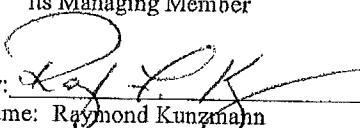
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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PERSONAL COMMUNICATIONS DEVICES, LLC

By: Personal Communications Devices Holdings, LLC,
its Managing Member

By: 
Name: Raymond Kunzmann
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004779 FRAME: 0440

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Kathleen C. Maggi

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004779 FRAME: 0441

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
None		

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Serial Number	File Date
AUTHORITY	85/520,504	01/19/2012
BIGSTREAM	85/170,509	11/05/2010
BIGSTREAM (and Design)	85/170,532	11/05/2010
PEER	85/542,315	02/14/2012

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