

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilson Electronics, Inc		03/25/2013	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Wilson Electronics, LLC		
Street Address:	3301 E. Deseret Drive		
City:	St. George		
State/Country:	UTAH		
Postal Code:	84790		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85808440		
Serial Number:	85808444	SAY GOODBYE TO DROPPED CALLS	
Serial Number:	85539941	WILSON	
Registration Number:	3985680	SLEEK	
Registration Number:	3906059	C-BOOSTER	
Registration Number:	3716720	IBOOSTER	
Registration Number:	3652978	MOBILEPRO	
Registration Number:	2777718	CELLULAR TRUCKER	
Registration Number:	2428526	AE	
CORRESPONDENCE DATA			
Fax Number:	2485668531		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248-566-8530		
Email:	tmdocketing@honigman.com		

CH \$240.00 85808440

Correspondent Name: Honigman Miller Schwartz and Cohn, LLP
Address Line 1: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER: 221315-333758

NAME OF SUBMITTER: Julie E. Reitz

Signature: /Julie E. Reitz/

Date: 03/28/2013

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**Assignment**”), is effective as of March 25, 2013 between Wilson Electronics, Inc., a Utah corporation (“**Assignor**”), and Wilson Electronics, LLC, a Delaware limited liability company (“**Assignee**”). Assignee and Assignor are referred to herein individually as a “**Party**” and collectively, as the “**Parties**”.

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Contribution Agreement as of March 25, 2013 whereby Assignor is selling and contributing certain assets of the Business (defined below) to Assignee and Assignee is assuming certain liabilities of the Business (the “**Agreement**”);

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor’s right, title and interest in and to Assignor’s rights that are inherent in or relating to the business of the design, the operation, provision, development, maintenance, enhancement or support of distribution and sale of amplifiers, antennas, components and other accessories that are used or usable in connection with cellular phones, cellular data devices, and cellular networks (the “**Business**”); and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks, Patents, Copyrights and Domains of Assignor associated with the Business as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor’s right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names and all applications therefore that are used in the Business (the “**Marks**”), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in **Exhibit A**, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Patents.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are used in the Business, including those items set forth on the attached **Exhibit B** (the “**Patents**”), along with its entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part,

reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

3. **Copyrights.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to the Copyrights and any registrations and copyright applications relating thereto and any renewals and extensions thereof, in and to all works based upon, derived from or incorporating the Copyrights, including those items set forth on the attached **Exhibit C** (the "**Copyrights**"), along with all other rights corresponding to the foregoing throughout the world.

4. **Domains.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and under the Domains and registrations therefor identified on the attached **Exhibit D** (the "**Domains**"), and any and all related or similar Domains, along with all associated goodwill.

5. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, Patents, Copyrights and Domains, or assist any third party in any of the foregoing.

6. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks, Patents, Copyrights and Domains assigned herein.

7. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

8. **Conflict With Agreement.** This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

9. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

10. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

11. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

12. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

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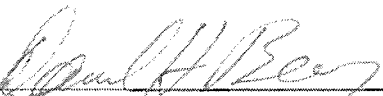
IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

ASSIGNEE:

Wilson Electronics, Inc.

Wilson Electronics, LLC

By: 
Name: Daniel H. Berry
Title: Chief Executive Officer

By: _____
Name: LeGrand Lewis
Title: Vice President and Secretary

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

Wilson Electronics, Inc.

By: _____
Name: Daniel H. Berry
Title: Chief Executive Officer

ASSIGNEE:

Wilson Electronics, LLC

By:  _____
Name: LeGrand Lewis
Title: Vice President and Secretary

EXHIBIT A

Marks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Registration/Application Number</u>	<u>Class</u>
Graph Design	United States	APPLICATION	85808440	9
SAY GOODBYE TO DROPPED CALLS	United States	APPLICATION	85808444	9
WILSON	United States	APPLICATION	85539941	9
SLEEK	United States	REGISTRATION	3985680	9
C-BOOSTER	United States	REGISTRATION	3906059	9
IBOOSTER	United States	REGISTRATION	3716720	9
MOBILEPRO	United States	REGISTRATION	3652978	9
CELLULAR TRUCKER	United States	REGISTRATION	2777718	9
WE Design	United States	REGISTRATION	2428526	9
WE Design	Argentina	REGISTRATION	2213706	9
WILSON	Argentina	REGISTRATION	2184710	9
WE Design	Bolivia	REGISTRATION	108847-C	9
WILSON	Bolivia	REGISTRATION	108879-C	9
WE Design	Brazil	REGISTRATION	828535396	9
WE Design	Canada	REGISTRATION	680138	9
WILSON	Canada	REGISTRATION	648128	9
WILSON CELLULAR	Canada	REGISTRATION	653984	9
WE Design	Chile	REGISTRATION	776715	9
WILSON	Chile	REGISTRATION	756059	9
WE Design	Colombia	REGISTRATION	328188	9
WILSON	Colombia	REGISTRATION	379470	9
WE Design	Costa Rica	APPLICATION	2006-0005927	9
WILSON	Costa Rica	APPLICATION	2006-0005928	9
WE Design	Ecuador	REGISTRATION	1188	9
WILSON	Ecuador	REGISTRATION	2141	9
WE Design	El Salvador	APPLICATION	2006-059135	9
WILSON	El Salvador	APPLICATION	2006-059134	9
WE Design	European Union	REGISTRATION	5173356	9
WILSON	European Union	REGISTRATION	4382859	9
WE Design	Guatemala	APPLICATION	200605287	9
WILSON	Guatemala	APPLICATION	200605288	9
WE Design	Honduras	APPLICATION	06026000	9
WE Design	Mexico	REGISTRATION	962579	9

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Registration/Application Number</u>	<u>Class</u>
WE Design	Nicaragua	REGISTRATION	701026	9
WILSON	Nicaragua	REGISTRATION	701002	9
WE Design	Panama	REGISTRATION	152900	9
WILSON	Panama	REGISTRATION	152902	9
WE Design	Paraguay	REGISTRATION	300389	9
WILSON	Paraguay	REGISTRATION	330865	9
WE Design	Peru	REGISTRATION	00124385	9
WILSON	Peru	REGISTRATION	00124386	9
WE Design	Russian Federation	REGISTRATION	338521	9
WILSON	Russian Federation	REGISTRATION	305376	9
WILSON	Trinidad and Tobago	APPLICATION	37514	9
WE Design	UKRAINE	REGISTRATION	86939	9
WILSON	UKRAINE	REGISTRATION	72183	9
WE Design	Uruguay	REGISTRATION	372293	9
WILSON	Uruguay	REGISTRATION	372260	9
WE Design	Venezuela	APPLICATION	2006-014580	9

EXHIBIT B

Patents

<u>Family</u>	<u>Title</u>	<u>CC</u>	<u>Publication #</u>	<u>KD</u>	<u>Pub Date</u>	<u>Application #</u>	<u>App. Date</u>
1	Hand-held transceiver antenna system	US	US6317089	BA	20011113	US19990471537	19991223
3	Cellular antenna	US	USD457518	S1	20020521	US20000134994F	20001229
4	Roof mount antenna	US	USD462070	S1	20020827	US20010152148F	20011214
5	Dual stacked antenna	US	USD462948	S1	20020917	US20010148310F	20010917
2	Dual frequency window mount antenna	US	US6486840	BA	20021126	US20010887744	20010621
2	DUAL FREQUENCY WINDOW MOUNT ANTENNA	US	US2003008685	AA	20030109	US20010887744	20010621
6	Dual stacked antenna with rods	US	USD468731	S1	20030114	US20020156270F	20020225
7	Cellular antenna adaptor cover	US	USD484498	S1	20031230	US20030180956F	20030503
8	Cellular antenna adaptor plug	US	USD493141	S1	20040720	US20030180967F	20030503
9	Antenna with multiple radiators	US	US6788261	BA	20040907	US20030410114	20030409
10	Antenna whip with dual rod sets	US	USD506995	S1	20050705	US20040202407F	20040330
11	Gain selected cell phone booster	AU	AU2005204253	AA	20060330	AU20050204253	20050825
11	Gain selected cell phone booster	AU	AU2005204253	BB	20070301	AU20050204253	20050825
11	GAIN SELECTED CELL PHONE BOOSTER SYSTEM ;	CA	CA2517539	AA	20060314	CA20052517539	20050829
11	Gain selected cell phone booster	US	US2006058071	AA	20060316	US20040940506	20040914
11	Gain selected cell phone booster system	US	US2006058072	AA	20060316	US20050040626	20050122
11	Enhanced gain selected cell phone booster system	US	US7221967	BB	20070522	US20050040626	20050122
12	AMPLIFIERS WITH CUTOFF CORCUIT TO AVOID OVERLOADING CELLULARNETWORK SITES ;	CA	CA2566634	AA	20071208	CA20062566634	20061031
12	Amplifiers with cutoff circuit to avoid overloading cellular network sites	US	US2006209997	AA	20060921	US20060449225	20060608
13	Yagi antenna	US	USD546323	S1	20070710	US20060261381F	20060613
14	Enhanced yagi antenna	US	USD551662	S1	20070925	US20060261382F	20060613
14	Yagi antenna with balancing tab	US	US7286097	BA	20071023	US20060449294	20060608
15	PROCESSOR-CONTROLLED VARIABLE GAIN CELLULAR NETWORK AMPLIFIERS WITH OSCILLATION DETECTION CIRCUIT ;	CA	CA2566642	AA	20080113	CA20062566642	20061031

<u>Family</u>	<u>Title</u>	<u>CC</u>	<u>Publication #</u>	<u>KD</u>	<u>Pub Date</u>	<u>Application #</u>	<u>App. Date</u>
15	PROCESSOR-CONTROLLED VARIABLE GAIN CELLULAR NETWORK AMPLIFIERS WITH OSCILLATION DETECTION CIRCUIT ;	CA	CA2566642	C	20110920	CA20062566642	20061031
15	PROCESSOR-CONTROLLED VARIABLE GAIN CELLULAR NETWORK AMPLIFIERS WITH OSCILLATION DETECTION CIRCUIT	US	US2008014862	AA	20080117	US20060457384	20060713
15	Processor-controlled variable gain cellular network amplifiers with oscillation detection circuit	US	US7486929	BB	20090203	US20060457384	20060713
16	DETECTION AND ELIMINATION OF OSCILLATION WITHIN CELLULAR NETWORK AMPLIFIERS ;	CA	CA2566784	AA	20080113	CA20062566784	20061031
16	DETECTION AND ELIMINATION OF OSCILLATION WITHIN CELLULAR NETWORK AMPLIFIERS ;	CA	CA2566784	C	20090630	CA20062566784	20061031
16	DETECTION AND ELIMINATION OF OSCILLATION WITHIN CELLULAR NETWORK AMPLIFIERS	US	US2008014863	AA	20080117	US20060457406	20060713
16	Detection and elimination of oscillation within cellular network amplifiers	US	US7409186	BB	20080805	US20060457406	20060713
17	CELLULAR REPEATER WATERMARKING SYSTEM AND METHOD ;	CA	CA2593730	AA	20080121	CA20072593730	20070626
17	CELLULAR REPEATER WATERMARKING SYSTEM AND METHOD	US	US2008020705	AA	20080124	US20070744756	20070504
17	Cellular repeater watermarking system and method	US	US7917084	BB	20110329	US20070744756	20070504
18	Amplifier case	US	USD563381	S1	20080304	US20060248392F	20060814
19	Amplifier case	US	USD565021	S1	20080325	US20060265290F	20060829
20	PROCESSOR-CONTROLLED VARIABLE GAIN CELLULAR NETWORK AMPLIFIER ;	CA	CA2566644	AA	20080326	CA20062566644	20061031
20	PROCESSOR-CONTROLLED VARIABLE GAIN CELLULAR NETWORK AMPLIFIER ;	CA	CA2566644	C	20120124	CA20062566644	20061031
20	CELLULAR NETWORK AMPLIFIER WITH AUTOMATED OUTPUT POWER CONTROL ;	CA	CA2607144	AA	20090113	CA20072607144	20071019
20	CELLULAR NETWORK AMPLIFIER WITH AUTOMATED OUTPUT POWER CONTROL ;	CA	CA2607144	C	20120828	CA20072607144	20071019

<u>Family</u>	<u>Title</u>	<u>CC</u>	<u>Publication #</u>	<u>KD</u>	<u>Pub Date</u>	<u>Application #</u>	<u>App. Date</u>
20	PROCESSOR CONTROLLED VARIABLE GAIN CELLULAR NETWORK AMPLIFIER	US	US2008076358	AA	20080327	US20060535376	20060926
20	CELLULAR NETWORK AMPLIFIER WITH AUTOMATED OUTPUT POWER CONTROL	US	US2008076437	AA	20080327	US20070777770	20070713
20	Processor controlled variable gain cellular network amplifier	US	US7729669	BB	20100601	US20060535376	20060926
20	Cellular network amplifier with automated output power control	US	US7783318	BB	20100824	US20070777770	20070713
21	POWER SAVING CIRCUITS FOR TIME DIVISION MULTIPLE ACCESS AMPLIFIERS ;	CA	CA2573105	AA	20080420	CA20072573105	20070108
21	POWER SAVING CIRCUITS FOR TIME DIVISION MULTIPLE ACCESS AMPLIFIERS	US	US2008096483	AA	20080424	US20060551563	20061020
22	CELLULAR NETWORK LOW NOISE AMPLIFIERS FOR USE WITH MULTIPLE FREQUENCIES ;	CA	CA2580673	AA	20080703	CA20072580673	20070305
22	CELLULAR NETWORK LOW NOISE AMPLIFIERS FOR USE WITH MULTIPLE FREQUENCIES ;	CA	CA2580673	C	20120814	CA20072580673	20070305
22	Cellular Network Low Noise Amplifiers for Use with Multiple Frequencies	US	US2008159187	AA	20080703	US20070619442	20070103
22	Cellular network low noise amplifiers for use with multiple frequencies	US	US7729656	BB	20100601	US20070619442	20070103
23	MOBILE DEVICE CRADLE HAVING AN INTEGRATED ANTENNA OR AMPLIFIER ;	CA	CA2631932	AA	20081122	CA20082631932	20080522
23	MOBILE DEVICE CRADLE HAVING AN INTEGRATED ANTENNA OR AMPLIFIER ;	CA	CA2733036	AA	20110901	CA20112733036	20110228
23	MOBILE DEVICE CRADLE HAVING AN INTEGRATED ANTENNA OR AMPLIFIER	US	US2009131131	AA	20090521	US20080125738	20080522
23	MOBILE DEVICE CRADLE INCLUDING A BATTERY CHARGER HAVING AN INTEGRATED ANTENNA OR AMPLIFIER	US	US2010151917	AA	20100617	US20100714994	20100301
23	Mobile device cradle having an integrated antenna or amplifier	US	US7684838	BB	20100323	US20080125738	20080522
24	Amplifier case	US	USD596614	S1	20090721	US20080310945F	20080919
24	Amplifier case	US	USD596615	S1	20090721	US20080310963F	20080919
25	Sleek amplifier case	US	USD626953	S1	20101109	US20100348427F	20100105
26	AN OSCILLATION PROTECTED AMPLIFIER WITH BASE STATION OVERLOAD AND NOISE FLOOR PROTECTION ;	CA	CA2733306	AA	20110905	CA20112733306	20110304

<u>Family</u>	<u>Title</u>	<u>CC</u>	<u>Publication #</u>	<u>KD</u>	<u>Pub Date</u>	<u>Application #</u>	<u>App. Date</u>
26	OSCILLATION PROTECTED AMPLIFIER WITH BASE STATION OVERLOAD AND NOISE FLOOR PROTECTION	US	US2011217943	AA	20110908	US20110040125	20110303
27	OSCILLATION DETECTION AND OSCILLATION MITIGATION IN AMPLIFIERS	US	US20130053020	A1	20130228	US13439148A	20120404
27	VERIFYING OSCILLATION IN AMPLIFIERS AND THE MITIGATION THEREOF VÉRIFICATION DE L'OSCILLATION DANS DES AMPLIFICATEURS ET ATTÉNUATION DE CETTE OSCILLATION	WO	WO2013028921	A1	20130228	WO2012US52155A	20120823
28	RADIO FREQUENCY AMPLIFIER NOISE REDUCTION SYSTEM SYSTÈME DE RÉDUCTION DE BRUIT DANS UN AMPLIFICATEUR RADIOFRÉQUENCE	WO	WO2013028913	A1	20130228	WO2012US52144A	20120823

Each of Seller's patent applications, including the following patent applications filed for on March 15, 2013:

<u>NAME</u>	<u>TYPE</u>	<u>PATENT #</u>
• Filter Isolation Using A Circulator	Utility	13/836,928
• Out-Of-Band Noise And Overload Protection	Utility	13/837,026
• Common-Direction Duplexer	Utility	13/837,125
• Verifying and Mitigating Oscillation in Amplifiers	Utility	13/837,716
• Verifying and Mitigating Oscillation in Amplifiers	Utility	13/837,788
• Bi-Directional Amplifier With A Common Amplification Path	Utility	13/837,174
• Circuit Isolation Using A Signal Splitter/Combiner	Utility	13/837,230
• Bi-Directional Amplifier With A Common Signal Detector	Utility	13/837,268
• Circuit Isolation Using A Signal Splitter/Combiner	Utility	13/837,302

EXHIBIT C

Copyrights

Title	Registration Number	Date
Stay connected with the Wilson cellular trucker antenna	TXu000998458	November 8, 2001
Stay connected with the Wilson dual-band cellular antenna	TXu000996977	November 15, 2001

EXHIBIT D

Domain Names

wilselectronics.com
wilselectronics.net
wilselectronics.org
wilselectronics.us

12278264.3