

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	airBand Communications, Inc		05/14/2013	CORPORATION: DELAWARE
	American Broadband, Inc.		05/14/2013	CORPORATION: DELAWARE
	Sparkplug, Inc.		05/14/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	ABRY SENIOR EQUITY III, L.P.			
Street Address:	111 Huntingdon Avenue			
City:	Boston			
State/Country:	MASSACHUSETTS			
Postal Code:	02199			
Entity Type:	LIMITED PARTNERSHIP: DELAWARE			
Name:	ABRY SENIOR EQUITY CO-INVESTMENT FUND, L.P.			
Street Address:	111 Huntingdon Avenue			
City:	Boston			
State/Country:	MASSACHUSETTS			
Postal Code:	02199			
Entity Type:	LIMITED PARTNERSHIP: DELAWARE			
Name:	ABRY INVESTMENT PARTNERSHIP, L.P.			
Street Address:	111 Huntingdon Avenue			
City:	Boston			
State/Country:	MASSACHUSETTS			
Postal Code:	02199			
Entity Type:	LIMITED PARTNERSHIP: DELAWARE			
PROPERTY NUMBERS Total: 8				
Property Type	Number	Word Mark		

CH \$215.00 3969501

Registration Number:	3969501	NO BOUNDARIES
Registration Number:	3969500	MAKING YOUR NETWORK
Registration Number:	3430031	AIRBAND
Registration Number:	2561540	AIRBAND
Registration Number:	2732571	AIRBAND COMMUNICATIONS
Registration Number:	3189951	SPARKPLUG
Registration Number:	3672526	YOUR BUSINESS. OUR NETWORK. FASTER.
Registration Number:	3647264	SPARKPLUG COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 2124464900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2124464800
Email: hayley.smith@kirkland.com
Correspondent Name: Hayley Smith, Sr. Legal Assistant
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35173-243 (HS)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	05/15/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 14, 2013 by and between **ABRY SENIOR EQUITY III, L.P., ABRY SENIOR EQUITY CO-INVESTMENT FUND, L.P.,** and **ABRY INVESTMENT PARTNERSHIP, L.P.** (“Note Holders”) and American Broadband, Inc., a Delaware corporation (“Issuer”), Trinity Networks, L.L.C., a Missouri limited liability company, airBand Communications, Inc., a Delaware corporation, Sparkplug, Inc., a Delaware corporation, Sparkplug Central, Inc., a Delaware corporation, Sparkplug Southwest, LLC, an Arizona limited liability company, AZX Connect, L.L.C., an Arizona limited liability company, CNG Communications, Inc., a Delaware corporation, Renaissance Networking, Inc., an Arizona corporation and Sparkplug Las Vegas, Inc., a Nevada corporation (jointly and severally, “Grantor”).

RECITALS

A. Issuer has agreed to issue and sell notes to Note Holders (the “Notes”) in the amounts and manner set forth in that certain Note and Warrant Purchase Agreement by and between Note Holders and Grantor dated as of even date herewith (as the same may be amended, restated, modified and/or supplemented from time to time, the “Note Purchase Agreement”; capitalized terms used herein are used as defined in the Note Purchase Agreement).

B. Issuer is a member of an affiliated group of companies that includes each other Grantor.

C. The issuance and sale of the Notes pursuant to the Note Purchase Agreement and the effectiveness of the Note Purchase Agreement is subject to the condition, among others, that Grantor shall grant to Note Holders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Note Purchase Agreement.

D. Pursuant to the terms of the Note Purchase Agreement, Grantor has granted to Note Holders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Purchase Agreement and all other agreements now existing or hereafter arising between Grantor and Note Holders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Note Purchase Agreement and under any other agreement now existing or hereafter arising between Note Holders and Grantor, Grantor grants and pledges to Note Holders a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without

limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Note Holders under the Note Purchase Agreement. The rights and remedies of Note Holders with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement and the other Note Documents, and those which are now or hereafter available to Note Holders as a matter of law or equity. Each right, power and remedy of Note Holders provided for herein or in the Note Purchase Agreement or any of the Note Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Note Holders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Note Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Note Holders, of any or all other rights, powers or remedies.

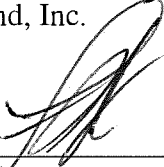
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officer's thereunto duly authorized as of the first date written above.

Grantors:

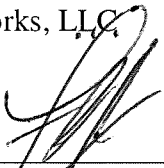
American Broadband, Inc.

By 
Name Francis A. John
Title President + CEO

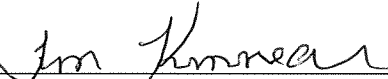
Sparkplug Southwest, LLC

By 
Name Tim Kinneer
Title Treasure + Secretary

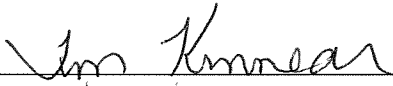
Trinity Networks, LLC

By 
Name Francis A. John
Title President + CEO

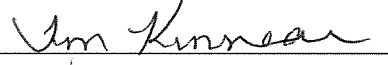
AZX Connect, L.L.C.

By 
Name Tim Kinneer
Title Treasure + Secretary

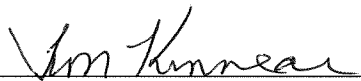
Airband Communications, Inc.

By 
Name Tim Kinneer
Title Treasure + Secretary

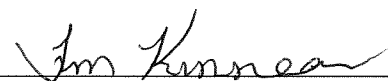
CNG Communications, Inc.

By 
Name Tim Kinneer
Title Treasure + Secretary

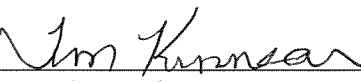
Sparkplug, Inc.

By 
Name Tim Kinneer
Title Treasure + Secretary


Renaissance Networking, Inc.

By 
Name Tim Kinneer
Title Treasure + Secretary

Sparkplug Central, Inc.

By 
Name Tim Kinneer
Title Treasure + Secretary

Sparkplug Las Vegas, Inc.

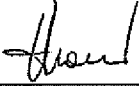
By 
Name Tim Kinneer
Title Treasure + Secretary

Note Holders:

ABRY SENIOR EQUITY III, L.P.

By: ABRY Senior Equity Investors III,
L.P., Its General Partner

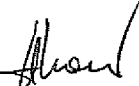
By: ABRY Senior Equity Holdings III,
LLC, Its Sole General Partner

By:  _____

Name: **NICOLAS MASSARD**
Title: **AUTHORIZED SIGNATORY**

ABRY SENIOR EQUITY
CO-INVESTMENT FUND, L.P.

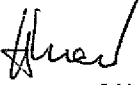
By: ABRY Senior Equity Co-Investment
GP, LLC, Its General Partner

By:  _____

Name: **NICOLAS MASSARD**
Title: **AUTHORIZED SIGNATORY**

ABRY INVESTMENT PARTNERSHIP, L.P.

By: ABRY Investment GP, LLC, Its
General Partner

By:  _____

Name: **NICOLAS MASSARD**
Title: **AUTHORIZED SIGNATORY**

EXHIBIT A
COPYRIGHTS

Description	Grantor	Registration Number	Registration Date
JK. Medlen's 12 steps to freedom	United Network Services, Inc.	TX0002683344	11/07/89
CD50 defect detector	American Broadband, Inc.	TX0003619463	07/22/93
CD50 defect detector	American Broadband, Inc.	V2872P220	08/17/93

EXHIBIT B
PATENTS

Description	Grantor	Registration OR Serial Number	Registration OR Filing Date
Information Management System	airBand Communications, Inc.	6,925,305	08/02/05

EXHIBIT C
TRADEMARKS

Description	Grantor	Registration/ Application Number	Registration/ Application Date
NO BOUNDARIES	American Broadband, Inc.	3969501	05/31/11
MAKING YOUR NETWORK	American Broadband, Inc.	3969500	05/31/11
AIRBAND	airBand Communications, Inc.	3430031	05/20/08
AIRBAND	airBand Communications, Inc.	2561540	04/16/02
AIRBAND COMMUNICATIONS	airBand Communications, Inc.	2732571	07/01/03
SPARKPLUG	Sparkplug, Inc.	3189951	12/26/06
YOUR BUSINESS. OUR NETWORK. FASTER.	Sparkplug, Inc.	3672526	08/25/09
SPARKPLUG COMMUNICATIONS	Sparkplug, Inc.	3647264	06/30/09