

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM369349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKA DIVERSIFIED HOLDINGS, INC.		01/15/2016	CORPORATION: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT		
Street Address:	225 W. WASHINGTON STREET		
Internal Address:	21ST FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4221858	Z WIRELESS	
Registration Number:	4221866	Z WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	77834.002		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	01/15/2016		
Total Attachments: 3			
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ASSIGNMENT FOR SECURITY IN TRADEMARKS

January 15, 2016

WHEREAS, AKA Diversified Holdings, Inc. (the “**Grantor**”) is the owner of, and holds all right, title and interest in and to the Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of January 15, 2016 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other Grantors (as defined in the Security Agreement) from time to time party thereto and Cortland Capital Market Services LLC, as collateral agent for the Secured Parties (as defined therein) (in such capacity, together with its successors and assigns in such capacity, if any, the “**Grantee**”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, but excluding any Excluded Property (as defined in the Security Agreement) (the “**Collateral**”), to secure the payment of the Secured Obligations (as defined in the Security Agreement).

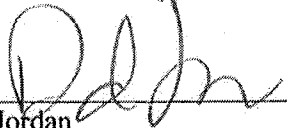
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby (i) pledge, collaterally assign and transfer to the Grantee and (ii) grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment and performance of the Secured Obligations. Notwithstanding the foregoing, the term “Collateral” shall not include, and no lien or security interest is hereby granted on, any Excluded Property.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

AKA DIVERSIFIED HOLDINGS, INC.,
a South Dakota business corporation


By: 
Name: David Jordan
Title: Chief Financial Officer and Treasurer

[Signature Page to Assignment of Security in Trademarks]

TRADEMARK
REEL: 005710 FRAME: 0331

SCHEDULE A TO ASSIGNMENT FOR SECURITY
Trademark Registrations and Applications

US Federal Trademarks

Country/ State	Mark	Serial/ Registratio n Number	Filing/ Registratio n Date	Owner	Status
US	Z WIRELESS	Serial No. 85/561,858 Reg. No. 4,221,858	Filing Date 3/6/2012 Reg. Date 10/9/2012	AKA Diversified Holdings, Inc.	Registered
US	 WIRELESS	Serial No. 85/561,943 Reg. No. 4,221,866	Filing Date 3/6/2012 Reg. Date 10/9/2012	AKA Diversified Holdings, Inc.	Registered