

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIAMOND WIRELESS, LLC		09/30/2016	Limited Liability Company: UTAH
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: 7			
Property Type	Number	Word Mark	
Registration Number:	4482219	DIAMOND WIRELESS	
Registration Number:	4489447	DIAMOND WIRELESS	
Registration Number:	4525327	DWP	
Registration Number:	4525326	DWP	
Registration Number:	4591956	DIAMOND WIRELESS	
Registration Number:	4588875	DWP	
Registration Number:	4588874	DWP	
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		

CH \$190.00 4482219

NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	10/03/2016
Total Attachments: 3 source=Trademark Security Agreement (Diamond Wireless LLC)#page1.tif source=Trademark Security Agreement (Diamond Wireless LLC)#page2.tif source=Trademark Security Agreement (Diamond Wireless LLC)#page3.tif	

ASSIGNMENT FOR SECURITY IN TRADEMARKS

September 30, 2016

WHEREAS, Diamond Wireless, LLC (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, pursuant to the Supplement Agreement dated as of September 30, 2016, the Grantor has entered into the 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).

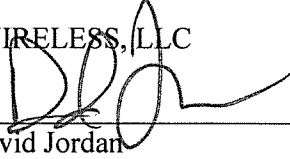
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby (i) pledge, collaterally assign and transfer to the Grantee and (ii) grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest 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.

[Remainder of page intentionally left blank]

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.

GRANTOR:
DIAMOND WIRELESS, LLC



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

[Trademark Security Agreement - Term Loan]

TRADEMARK
REEL: 005889 FRAME: 0705

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademark Registrations and Applications

Registrant	Trademark	Country/ State	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status
Diamond Wireless, LLC		United States	85/756,225	October 17, 2012	4,482,219	February 11, 2014	Active
Diamond Wireless, LLC		United States	85/795,038	December 5, 2012	4,489,447	February 25, 2014	Active
Diamond Wireless, LLC		United States	86/057,104	September 5, 2013	4,525,327	May 6, 2014	Active
Diamond Wireless, LLC		United States	86/057,103	September 5, 2013	4,525,326	May 6, 2014	Active
Diamond Wireless, LLC	DIAMOND WIRELESS	United States	86/129,284	November 26, 2013	4,591,956	August 26, 2014	Active
Diamond Wireless, LLC	DWP Mark 	United States	86/192,512	February 13, 2014	4,588,875	August 19, 2014	Active
Diamond Wireless, LLC	DWP Mark 	United States	86/192,511	February 13, 2014	4,588,874	August 19, 2014	Active