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
UniTek Global Services, Inc.		04/15/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FBR Capital Markets LT, Inc., as Administrative Agent		
Street Address:	237 Park Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Serial Number:	85050269	UNITEK GLOBAL SERVICES CONNECTING THE WIRED AND WIRELESS WORLDS	
Serial Number:	85050318	CONNECTING THE WIRED AND WIRELESS WORLDS	
Registration Number:	3900442	UNITEK GLOBAL SERVICES	
Serial Number:	85044124	UNITEK	

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2222

Email: ksolomon@stblaw.com
Correspondent Name: Marcela Robledo, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 028655/0013

TRADEMARK REEL: 004527 FRAME: 0449 9 \$115.00 85050269

900190074

NAME OF SUBMITTER:	Marcela Robledo			
Signature:	/mr/			
Date:	04/22/2011			
Total Attachments: 7				
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 15, 2011 is made by UniTek Global Services, Inc., a Delaware corporation located at 1777 Sentry Parkway, Blue Bell, PA (the "Borrower"), in favor of FBR Capital Markets LT, Inc., a Delaware corporation, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 15, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among UniTek Global Services, Inc. (the "Borrower"), the Lenders, FBR Capital Markets Co., as Documentation Agent, Syndication Agent and Administrative Agent.

$\underline{W}\underline{I}\underline{T}\underline{N}\underline{E}\underline{S}\underline{S}\underline{E}\underline{T}\underline{H}$:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 15, 2011 in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all Intellectual Property now owned or at any time hereafter acquired, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower, the Borrower agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. <u>Grant of Security Interest</u>. The Borrower hereby grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "<u>Collateral</u>"), to the

prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Borrower's Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

028655-0013-11101-Active.12337089

UNITEK GLOBAL SERVICES, INC.,

as Grantor

Name: Ronald Lejman Title: Chief Financial Officer

Date:

[Signature Page to IP Security Agreement]

FBR CAPITAL MARKETS LT, INC., as Administrative Agent for the Lenders

Name: Robert I Kierna

Title: Senior Vice President

Date:

[Signature Page to the IP Security Agreement]

ACKNOWLEDGMENT OF BORROWER

STATE OF PENNSYLVANIA)
) SS
COUNTY OF MONTE ON ERY)

On the 15th day of APRIL 2011, before me personally came NOURLD J. LETMAN, who is personally known to me to be the CHIEF FRANCIAL OFFICETS. UniTek Global Services, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the CHIEF ENANCIAL OFFICETS in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

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OSCAR W KELSEY

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WHITPAIN TWP, MONTGOMERY COUNTY
My Commission Expires Oct 20, 2014

[Signature Page to If Security Agreement]

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Virginia)
STATE OF Virginia) COUNTY OF Arlington, ss
On the 13th day of Lyoril, 2011, before me personally came Robert & Kurnur, who is personally known to me to be the Some President of FBR Capital Markets LT, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she he is the Some President in such corporation, the corporation described
FBR Capital Markets LT, Inc., a Delaware corporation; who, being duly sworn, did depose and
in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.
and action of participation of the state of

LOIS ANN CADY
NOTARY PUBLIC
REGISTRATION # 7046227
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
DECEMBER 31, 2014

Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to the IP Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark Control of the second	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
Unilek	(85/050,269)	(5/28/2010)	Pending
Connecting the Wireld and Nirelass Worlds			
CONNECTING THE WIRED AND WIRELESS WORLDS	(85/050,318)	(5/28/2010)	Pending
UniTek Global Services	3,900,442	1/4/2011	Registered; Section 8 & 15 Declaration due 1/4/2017
UniTek	(85/044,124)	(5/20/2010)	Pending

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RECORDED: 04/22/2011