

NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	04/22/2011
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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.

W I T N E S S E T 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. Definitions. 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. Grant of Security Interest. 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 “Collateral”), 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. Purpose. 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. Acknowledgment. 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. Counterparts. 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.

UNITEK GLOBAL SERVICES, INC.,
as Grantor

By: 

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

By: Robert J. Kiernan

Name: Robert J. Kiernan
Title: Senior Vice President
Date:

[Signature Page to the IP Security Agreement]

ACKNOWLEDGMENT OF BORROWER

STATE OF PENNSYLVANIA)
) ss
COUNTY OF MONTGOMERY)

On the 15th day of APRIL, 2011, before me personally came RONALD J. LESMAN, who is personally known to me to be the CHIEF FINANCIAL OFFICER OF UniTek Global Services, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the CHIEF FINANCIAL OFFICER 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.

Oscar W. Kelsey
Notary Public

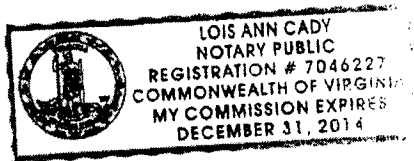
NOTARIAL SEAL
OSCAR W KELSEY
(PLACE STAMP AND SEAL ABOVE)
WHITPAIN TWP, MONTGOMERY COUNTY
My Commission Expires Oct 20, 2014

[Signature Page to IP Security Agreement]

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Virginia)
 COUNTY OF Arlington) ss

On the 13th day of April, 2011, before me personally came Robert J. Korman, who is personally known to me to be the Sr. Vice President of FBR Capital Markets LT, Inc., a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~ he is the Sr. Vice President 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.




Lois Ann Cady
 Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
 Connecting the Wired and Wireless Worlds	(85/050,269)	(5/28/2010)	Pending
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

028655-0013-11101-Active.12337089