

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilson Electronics, LLC		03/25/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Zions First National Bank, National Association, as Agent
Street Address:	One South Main Street
Internal Address:	Suite 200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	3985680	SLEEK
Registration Number:	3906059	C-BOOSTER
Registration Number:	3716720	IBOOSTER
Registration Number:	3652978	MOBILEPRO
Registration Number:	2777718	CELLULAR TRUCKER
Registration Number:	2428526	AE
Serial Number:	85808440	
Serial Number:	85808444	SAY GOODBYE TO DROPPED CALLS
Serial Number:	85539941	WILSON

CORRESPONDENCE DATA	
Fax Number:	2136305846
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	

CH \$240.00 3985680

Phone: 213-891-0700
Email: meason@buchalter.com
Correspondent Name: Michele A. Eason, Sr. Paralegal
Address Line 1: 1000 Wilshire Blvd.
Address Line 2: Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	Z5917-0004
NAME OF SUBMITTER:	Michele A. Eason, Sr. Paralegal
Signature:	/Michele A. Eason/
Date:	03/27/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of March, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Zions First National Bank, National Association in its capacity as contractual representative for itself and the other Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 25, 2013 (as may be amended or restated from time to time, the "*Credit Agreement*"), entered into by and among WILSON ELECTRONICS, LLC, a Delaware limited liability company ("*Parent*"), and one or more additional direct or indirect Subsidiaries of Parent, hereafter acquired or formed, which become party to the Credit Agreement by executing an Addendum (Parent and such other Subsidiaries are sometimes individually referred to herein as a "*Borrower*" and collectively referred to herein as "*Borrowers*"), Lenders, and Agent, Agent and Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the ratable benefit of Lenders and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on *Schedule I*;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, Lenders and the Bank Product Providers, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending *Schedule I* to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend *Schedule I* shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on *Schedule I*.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of


this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

WILSON ELECTRONICS, LLC,
a Delaware limited liability company


By: 
Name: LeGrand Lewis
Title: Vice President and Secretary

[Signatures continue on the following page.]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**ZIONS FIRST NATIONAL BANK,
NATIONAL ASSOCIATION**

By 
Name: R. Davis Burtenshaw
Title: Vice President

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 004992 FRAME: 0359**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Jurisdiction	Status	Registration/Application Number	Class
Graph Design	United States	APPLICATION	85808440	9
SAY GOODBYE TO DROPPED CALLS	United States	APPLICATION	85808444	9
WILSON	United States	APPLICATION	85539941	9
SLEEK	United States	REGISTRATION	3985680	9
C-BOOSTER	United States	REGISTRATION	3906059	9
IBOOSTER	United States	REGISTRATION	3716720	9
MOBILEPRO	United States	REGISTRATION	3652978	9
CELLULAR TRUCKER	United States	REGISTRATION	2777718	9
WE Design	United States	REGISTRATION	2428526	9
WE Design	Argentina	REGISTRATION	2213706	9
WILSON	Argentina	REGISTRATION	2184710	9
WE Design	Bolivia	REGISTRATION	108847-C	9
WILSON	Bolivia	REGISTRATION	108879-C	9
WE Design	Brazil	REGISTRATION	828535396	9
WE Design	Canada	REGISTRATION	680138	9
WILSON	Canada	REGISTRATION	648128	9
WILSON CELLULAR	Canada	REGISTRATION	653984	9
WE Design	Chile	REGISTRATION	776715	9
WILSON	Chile	REGISTRATION	756059	9
WE Design	Colombia	REGISTRATION	328188	9
WILSON	Colombia	REGISTRATION	379470	9
WE Design	Costa Rica	APPLICATION	2006-0005927	9
WILSON	Costa Rica	APPLICATION	2006-0005928	9
WE Design	Ecuador	REGISTRATION	1188	9
WILSON	Ecuador	REGISTRATION	2141	9
WE Design	El Salvador	APPLICATION	2006-059135	9
WILSON	El Salvador	APPLICATION	2006-059134	9
WE Design	European Union	REGISTRATION	5173356	9
WILSON	European Union	REGISTRATION	4382859	9
WE Design	Guatemala	APPLICATION	200605287	9
WILSON	Guatemala	APPLICATION	200605288	9
WE Design	Honduras	APPLICATION	06026000	9
WE Design	Mexico	REGISTRATION	962579	9
WE Design	Nicaragua	REGISTRATION	701026	9
WILSON	Nicaragua	REGISTRATION	701002	9
WE Design	Panama	REGISTRATION	152900	9
WILSON	Panama	REGISTRATION	152902	9
WE Design	Paraguay	REGISTRATION	300389	9
WILSON	Paraguay	REGISTRATION	330865	9

Trademark	Jurisdiction	Status	Registration/Application Number	Class
WE Design	Peru	REGISTRATION	00124385	9
WILSON	Peru	REGISTRATION	00124386	9
WE Design	Russian Federation	REGISTRATION	338521	9
WILSON	Russian Federation	REGISTRATION	305376	9
WILSON	Trinidad and Tobago	APPLICATION	37514	9
WE Design	UKRAINE	REGISTRATION	86939	9
WILSON	UKRAINE	REGISTRATION	72183	9
WE Design	Uruguay	REGISTRATION	372293	9
WILSON	Uruguay	REGISTRATION	372260	9
WE Design	Venezuela	APPLICATION	2006-014580	9

Trade Names

1. Wilson Cellular
2. Wilson Electronics Inc.
3. Wilson Electronics

Common Law Trademarks

1. The Company may have common law trademark rights in the following marks and designs:
 - a. SIGNALBOOST
 - b. AG SOHO
 - c. DB PRO
 - d. CELLULAR SIGNAL BOOSTERS & Design

Trademarks Not Currently In Use

None.

Trademark Licenses

Limited License Agreement, dated August 6, 1999, between Wilson Electronics, Inc. and Barjan Products, L.L.C.