

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347110

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RadioShack Corporation		06/19/2015	CORPORATION:
TRS Quality Inc.		06/19/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	General Wireless IP Holdings LLC
Street Address:	300 RadioShack Circle
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102-1964
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	General Wireless Operations Inc.
Street Address:	300 RadioShack Circle
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102-1964
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 103

Property Type	Number	Word Mark
Registration Number:	1981542	1-800-THE SHACK
Registration Number:	829398	ANTENNACRAFT
Registration Number:	812046	CHANNEL-SPANNER
Registration Number:	2049319	R RADIOSHACK
Registration Number:	914982	ENERCELL
Registration Number:	1574546	MEGACABLE
Registration Number:	1345846	POCKETVISION
Registration Number:	871670	POWERHORN
Registration Number:	1076858	RADIO SHACK
Registration Number:	1338991	RADIO SHACK
Registration Number:	1568597	RADIO SHACK
Registration Number:	1355845	RADIO SHACK

CH \$2590.00 1981542

Property Type	Number	Word Mark
Registration Number:	796908	RADIO SHACK
Registration Number:	1676195	RADIO SHACK
Registration Number:	1008073	RADIO SHACK
Registration Number:	1707423	RADIO SHACK
Registration Number:	2164296	RADIOSHACK
Registration Number:	2019438	RADIOSHACK
Registration Number:	2246665	RADIOSHACK ANSWERSPLUS
Registration Number:	2246664	RADIOSHACK ANSWERSPLUS
Registration Number:	2246663	RADIOSHACK ANSWERSPLUS
Registration Number:	1717704	SCANTENNA
Registration Number:	1655078	SHACK
Registration Number:	2431482	TANDY ELECTRONICS
Registration Number:	2904239	XMODS
Registration Number:	2909116	XMODS
Registration Number:	2963512	XMODS
Registration Number:	1720904	THE SHACK
Registration Number:	897736	WEATHERADIO
Registration Number:	2459046	YOU'VE GOT QUESTIONS WE'VE GOT ANSWERS
Registration Number:	1909013	YOU'VE GOT QUESTIONS WE'VE GOT ANSWERS
Registration Number:	3200303	LIFEWISE
Registration Number:	2999052	ACCURIAN
Registration Number:	3295637	GIGAWARE
Registration Number:	3327901	GIGAWARE
Registration Number:	3468790	RADIOSHACK TECHNOLOGY PLUS
Registration Number:	3599211	GIGAWARE
Registration Number:	3644231	OPTIMUS
Registration Number:	3496850	HDVIEW360
Registration Number:	3636611	POINT MOBL
Registration Number:	3670722	OPTIFLEX
Registration Number:	3674354	AUVIO
Registration Number:	3838474	POINTMOBL
Registration Number:	3764422	POINTMOBL
Registration Number:	3764423	POINTMOBL
Registration Number:	3732521	ENERCELL
Registration Number:	3732546	AUVIO
Registration Number:	3804081	AUVIO
Registration Number:	3732545	AUVIO
Registration Number:	3800445	AUVIO

Property Type	Number	Word Mark
Registration Number:	3685891	DIRECT 2U
Registration Number:	3742424	AUVIO
Registration Number:	3791449	AUVIO
Registration Number:	3762630	POINTMOBL
Registration Number:	3836079	POINTMOBL
Registration Number:	3746776	M
Registration Number:	3955368	M
Registration Number:	3766543	OUTFITTERS FOR YOUR MOBILE LIFE
Registration Number:	3890884	OUTFITTING YOUR MOBILE LIFE
Registration Number:	3794815	PHONELANDIA
Registration Number:	3829428	LIFE EMPOWERED
Registration Number:	3846278	THE PERFORMANCE YOU NEED
Registration Number:	3791459	THE SHACK
Registration Number:	3797431	ENERCELL
Registration Number:	3786982	GIGAWARE
Registration Number:	3846467	ENERCELL
Registration Number:	3967310	ANTENNACRAFT
Registration Number:	3946427	
Registration Number:	3949523	
Registration Number:	3941992	THE SHACK BATTERY RECYCLING PROGRAM
Registration Number:	3909407	AUVIO
Registration Number:	3942108	THE SHACK BATTERY RECYCLING PROGRAM
Registration Number:	3942407	
Registration Number:	3949525	
Registration Number:	4140339	RADIOSHACK MOBILE
Registration Number:	4194513	LIFEWISE
Registration Number:	4447416	R RADIOSHACK LET'S PLAY
Registration Number:	4447417	R RADIOSHACK LET'S
Registration Number:	4679467	MEGA WHEELS
Registration Number:	4516307	U MOLD
Registration Number:	4536729	R
Registration Number:	4529099	R
Registration Number:	4533189	MINI-STATE
Registration Number:	4525880	R
Registration Number:	4615241	DO IT TOGETHER
Registration Number:	4615245	DIT
Registration Number:	4634130	OUTBOUND
Registration Number:	4557387	R RADIOSHACK

Property Type	Number	Word Mark
Registration Number:	4702671	ADAPTAPLUG
Registration Number:	4583701	JUNTOS ES MEJOR
Registration Number:	4692518	R
Registration Number:	4692490	R
Registration Number:	4553389	LIT
Serial Number:	85971718	R RADIOSHACK
Serial Number:	86234322	OPTIMUS
Serial Number:	86234202	MINIMUS
Serial Number:	86231459	REALISTIC
Serial Number:	86168823	BATTLEWORLD
Serial Number:	86161212	PRO-PULSE RACING
Serial Number:	86344137	R PAYPLAN
Serial Number:	86415240	VV
Serial Number:	86446887	FIX IT HERE! MOBILE DEVICE REPAIR
Serial Number:	86501085	ZERAXA

CORRESPONDENCE DATA

Fax Number: 8174156593

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.

Phone: 8174153936

Email: Spencer.jones@radioshack.com

Correspondent Name: Spencer Jones

Address Line 1: 300 RadioShack Circle

Address Line 2: MS CF4-101

Address Line 4: Fort Worth, TEXAS 76102-1964

NAME OF SUBMITTER: Spencer J. Jones

SIGNATURE: /Spencer J. Jones/

DATE SIGNED: 07/07/2015

Total Attachments: 15

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the “Assignment”) is made as of June 19, 2015 (the “Effective Date”), by and among RadioShack Corporation, a Delaware corporation (“RadioShack”), and TRS Quality Inc., a Subsidiary of RadioShack (together with RadioShack, “Assignors” and each individually, an “Assignor”), General Wireless IP Holdings LLC, a Delaware limited liability company (“GW IP” or “Assignee”), and General Wireless Operations Inc., a Delaware corporation (“GWO”).

WHEREAS, GWO and RadioShack and its Subsidiaries have entered into that certain Purchase Agreement, dated as of May 15, 2015 (as amended or amended and restated from time to time, the “Purchase Agreement”), pursuant to which each Assignor agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to GWO, and GWO agreed to purchase, all of such Assignor’s right, title and interest in, to or under the Purchased Assets, which includes the Assigned Marks;

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the “Assigned Marks”);

WHEREAS, Assignee desires to purchase or acquire Assignor’s right, title and interest in and to the Assigned Marks; and

WHEREAS, this Assignment is being entered into in connection with the Closing,

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Assignee agree as follows:

Each Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all right, title and interest of such Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens (other than as set forth in the Purchase Agreement); all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Each Assignor, GWO and GW IP hereby agree to execute such other documents and perform such further acts as may be reasonably required or advisable to carry out the provisions hereof and the transactions contemplated hereby.

Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations set forth in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall control and govern. Capitalized terms not otherwise defined herein have their respective meanings set forth in the Purchase Agreement.

Except to the extent the mandatory provisions of the Bankruptcy Code apply, and except as to trademark issues, which shall be governed by the laws of the United States, this Assignment and all transfers of property and other actions confirmed hereby shall be governed, construed and interpreted in accordance with the terms and conditions of the Purchase Agreement and the laws of the State of Delaware applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

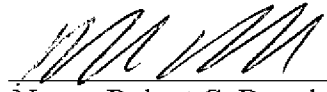
This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, each Assignor, GWO and GW IP. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

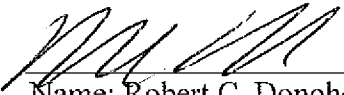
(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of each Assignor, GWO, and GW IP as of the date first above written.

RADIOSHACK CORPORATION

By: 
Name: Robert C. Donohoo
Title: V.P., General Counsel & Corp.
Secretary

TRS QUALITY, INC.

By: 
Name: Robert C. Donohoo
Title: Authorized Person

**GENERAL WIRELESS IP HOLDINGS
LLC**

By: _____
Name: Robert M. Lavan
Title: Vice President

**GENERAL WIRELESS OPERATIONS
INC.**

By: _____
Name: Robert M. Lavan
Title: Vice President

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of each Assignor, GWO, and GW IP as of the date first above written.

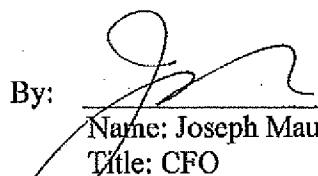
RADIOSHACK CORPORATION

By: _____
Name: Robert C. Donohoo
Title: V.P., General Counsel & Corp.
Secretary

TRS QUALITY, INC.

By: _____
Name: Robert C. Donohoo
Title: Authorized Person

**GENERAL WIRELESS IP HOLDINGS
LLC**

By:  _____
Name: Joseph Mause
Title: CFO

**GENERAL WIRELESS OPERATIONS
INC.**

By: _____
Name: Ronald Garriques
Title: CEO

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of each Assignor, GWO, and GW IP as of the date first above written.

RADIOSHACK CORPORATION

By: _____
Name: Robert C. Donohoo
Title: V.P., General Counsel & Corp.
Secretary

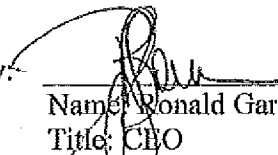
TRS QUALITY, INC.

By: _____
Name: Robert C. Donohoo
Title: Authorized Person

**GENERAL WIRELESS IP HOLDINGS
LLC**

By: _____
Name: Joseph Mause
Title: CFO

**GENERAL WIRELESS OPERATIONS
INC.**

By:  _____
Name: Ronald Garriques
Title: CEO

SCHEDULE I

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
TRS Quality, Inc.	1-800-THE SHACK	74528852	5/24/1994	1981542	6/18/1996
TRS Quality, Inc.	Antennacraft	72240494	3/9/1966	829398	5/30/1967
TRS Quality, Inc.	ChannelSpanner	72210252	1/21/1965	812046	8/2/1966
TRS Quality, Inc.	Circle R Radioshack and Design	75975363	7/20/1995	2049319	4/1/1997
TRS Quality, Inc.	Enercell	72301558	6/27/1968	914982	6/15/1971
TRS Quality, Inc.	Megacable	73787459	3/20/1989	1574546	1/2/1990
TRS Quality, Inc.	Pocketvision	73504774	10/22/1984	1345846	7/2/1985
TRS Quality, Inc.	Powerhorn	72296595	4/25/1968	871670	6/24/1969
TRS Quality, Inc.	Radio Shack	73101699	9/30/1976	1076858	11/8/1977
TRS Quality, Inc.	Radio Shack	73501084	9/25/1984	1338991	6/4/1985
TRS Quality, Inc.	Radio Shack	73789995	3/30/1989	1568597	11/28/1989

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
TRS Quality, Inc.	Radio Shack	73370621	6/21/1982	1355845	8/20/1985
TRS Quality, Inc.	Radio Shack	72199223	8/4/1964	796908	9/28/1965
TRS Quality, Inc.	Radio Shack	74053429	4/27/1990	1676195	2/18/1992
TRS Quality, Inc.	Radio Shack Logo	73018501	4/11/1974	1008073	4/1/1975
TRS Quality, Inc.	Radio Shack Logo in Red	74140962	2/19/1991	1707423	8/11/1992
TRS Quality, Inc.	Radioshack	74703491	7/20/1995	2164296	6/9/1998
TRS Quality, Inc.	Radioshack	75975233	7/20/1995	2019438	11/26/1996
TRS Quality, Inc.	Radioshack Answersplus (Stylized)	75345920	8/25/1997	2246665	5/18/1999
TRS Quality, Inc.	Radioshack Answersplus (Stylized)	75345919	8/25/1997	2246664	5/18/1999
TRS Quality, Inc.	Radioshack Answersplus Design	75345918	8/25/1997	2246663	5/18/1999

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
TRS Quality, Inc.	Scantenna	74193676	8/12/1991	1717704	9/22/1992
TRS Quality, Inc.	Shack	74053427	4/27/1990	1655078	8/27/1991
TRS Quality, Inc.	Tandy Electronics	75931051	2/25/2000	2431482	2/27/2001
TRS Quality, Inc.	XMODS	76506040	4/11/2003	2904239	11/23/2004
TRS Quality, Inc.	XMODS	76506039	4/11/2003	2909116	12/7/2004
TRS Quality, Inc.	XMODS Logo	76506396	4/4/2003	2963512	6/21/2005
TRS Quality, Inc.	The Shack	74140963	2/19/1991	1720904	9/29/1992
TRS Quality, Inc.	Weatheradio	72325671	4/28/1969	897736	9/1/1970
TRS Quality, Inc.	You've Got Questions We've Got Answers	75685873	4/16/1999	2459046	6/12/2001
TRS Quality, Inc.	You've Got Questions We've Got Answers	74534101	6/6/1994	1909013	8/1/1995
TRS Quality, Inc.	Lifewise	78246807	5/7/2003	3200303	1/23/2007

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
TRS Quality, Inc.	ACCURIAN	78308158	10/1/2003	2999052	9/20/2005
TRS Quality, Inc.	Gigaware	78879934	5/9/2006	3295637	9/18/2007
TRS Quality, Inc.	Gigaware	78932988	7/19/2006	3327901	10/30/2007
TRS Quality, Inc.	RadioShack Technology Plus	77117625	2/27/2007	3468790	7/15/2008
TRS Quality, Inc.	Gigaware	77195293	6/1/2007	3599211	3/31/2009
TRS Quality, Inc.	Optimus	77273504	9/6/2007	3644231	6/23/2009
TRS Quality, Inc.	HDView360	77274367	9/7/2007	3496850	9/2/2008
TRS Quality, Inc.	Point Mobl	77517705	7/9/2008	3636611	6/9/2009
TRS Quality, Inc.	Optiflex	77556894	8/27/2008	3670722	8/18/2009
TRS Quality, Inc.	Auvio	77587329	10/7/2008	3674354	8/25/2009
TRS Quality, Inc.	PointMobl	77565656	9/9/2008	3838474	8/24/2010
TRS Quality, Inc.	PointMobl	77565667	9/9/2008	3764422	3/23/2010

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
TRS Quality, Inc.	PointMobl	77565721	9/9/2008	3764423	3/23/2010
TRS Quality, Inc.	Enercell	77606859	11/4/2008	3732521	12/29/2009
TRS Quality, Inc.	Auvio	77619672	11/21/2008	3732546	12/29/2009
TRS Quality, Inc.	Auvio	77619650	11/21/2008	3804081	6/15/2010
TRS Quality, Inc.	Auvio	77619633	11/21/2008	3732545	12/29/2009
TRS Quality, Inc.	Auvio	77619683	11/21/2008	3800445	6/8/2010
TRS Quality, Inc.	Direct 2U	77686339	3/9/2009	3685891	9/22/2009
TRS Quality, Inc.	Auvio Logo	77769938	6/29/2009	3742424	1/26/2010
TRS Quality, Inc.	Auvio Logo	77769935	6/29/2009	3791449	5/18/2010
TRS Quality, Inc.	PointMobl Logo	77769932	6/29/2009	3762630	3/23/2010
TRS Quality, Inc.	PointMobl Logo	77769925	6/29/2009	3836079	8/17/2010
TRS Quality, Inc.	MPointMobl Logo	77779293	7/13/2009	3746776	2/9/2010
TRS Quality, Inc.	MPointMobl	77779297	7/13/2009	3955368	5/3/2011

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
TRS Quality, Inc.	Outfitters for Your Mobile Life	77761955	6/17/2009	3766543	3/30/2010
TRS Quality, Inc.	Outfitting Your Mobile Life	77765876	6/23/2009	3890884	12/14/2010
TRS Quality, Inc.	Phonelandia	77766106	6/23/2009	3794815	5/25/2010
TRS Quality, Inc.	Life Empowered	77767152	6/24/2009	3829428	8/3/2010
TRS Quality, Inc.	The Performance You Need	77772039	7/1/2009	3846278	9/7/2010
TRS Quality, Inc.	The Shack	77773128	7/2/2009	3791459	5/18/2010
TRS Quality, Inc.	Enercell Logo	77776254	7/8/2009	3797431	6/1/2010
TRS Quality, Inc.	Gigaware Logo	77779300	7/13/2009	3786982	5/11/2010
TRS Quality, Inc.	Enercell	77856068	10/23/2009	3846467	9/7/2010
TRS Quality, Inc.	Antennacraft	77936561	2/16/2010	3967310	5/24/2011
TRS Quality, Inc.	Auvio Trade Dress	77952840	3/8/2010	3946427	4/12/2011
TRS Quality, Inc.	Enercell Trade Dress	85040364	5/17/2010	3949523	4/19/2011

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
TRS Quality, Inc.	The Shack Battery Recycling Program	77964971	3/22/2010	3941992	4/5/2011
TRS Quality, Inc.	Auvio	85004934	4/2/2010	3909407	1/18/2011
TRS Quality, Inc.	The Shack Battery Recycling Program Logo	85014735	4/15/2010	3942108	4/5/2011
TRS Quality, Inc.	Enercell Trade Dress	85040644	5/18/2010	3942407	4/5/2011
TRS Quality, Inc.	Enercell Trade Dress	85040630	5/17/2010	3949525	4/19/2011
TRS Quality, Inc.	RadioShack Mobile	85357782	6/28/2011	4140339	5/8/2012
TRS Quality, Inc.	Lifewise	85514733	1/12/2012	4194513	8/21/2012
TRS Quality, Inc.	RadioShack Let's Play & Design	85911852	4/23/2013	4447416	12/10/2013
TRS Quality, Inc.	RadioShack Let's Play Symbol & Design	85911857	4/23/2013	4447417	9/24/2012

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
TRS Quality, Inc.	Mega Wheels	85929881	5/13/2013	4679467	1/24/2015
TRS Quality, Inc.	U Mold	85931622	5/14/2013	4516307	4/15/2014
TRS Quality, Inc.	R RadioShack (Stylized and/or w/Design)	85971718	6/27/2013		
TRS Quality, Inc.	Circle R	86063842	9/13/2013	4536729	5/27/2014
TRS Quality, Inc.	Circle R	86066564	9/17/2013	4529099	5/13/2014
TRS Quality, Inc.	Mini-State	86075233	9/24/2013	4533189	5/20/2014
TRS Quality, Inc.	Circle R	86099579	10/23/2013	4525880	5/6/2014
TRS Quality, Inc.	Juntos Es Mejor	86145624	12/17/2013	4583701	8/12/2014
TRS Quality, Inc.	Do It Together	86145645	12/17/2013	4615241	9/30/2014
TRS Quality, Inc.	DIT (Do It Together)	86146049	12/17/2013	4615245	9/30/2014
TRS Quality, Inc.	Outbound	86149205	12/20/2013	4634130	

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
TRS Quality, Inc.	R RadioShack Stylized/Design	85981930	5/14/2014	4557387	6/24/2014
TRS Quality, Inc.	Adaptaplug	86255160	4/17/2014	4702671	3/17/2015
TRS Quality, Inc.	Optimus	86234322	3/27/2014		
TRS Quality, Inc.	Minimus	86234202	3/27/2014		
TRS Quality, Inc.	Realistic	86231459	3/25/2014		
TRS Quality, Inc.	Battleworld	86168823	1/17/2014		
TRS Quality, Inc.	Pro-Pulse Racing	86161212	1/9/2014		
TRS Quality, Inc.	Juntos Es Mejor	86145624	12/17/2013	4583701	8/12/2014
TRS Quality, Inc.	Circle R	86099579	10/23/2013	4525880	5/6/2014
TRS Quality, Inc.	Circle R	86350997	7/29/2014	4692518	2/24/2015
TRS Quality, Inc.	Circle R	86344688	7/22/2014	4692490	2/24/2015
TRS Quality, Inc.	R PAYPLAN	86344137	7/22/2014		

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
TRS Quality, Inc.	LIT	86059259	9/9/2013	4553389	6/17/2014
TRS Quality, Inc.	Auvio Stylized - VV	86415240	10/6/2014		
TRS Quality, Inc.	FIX IT HERE! MOBILE DEVICE REPAIR	86446887	11/6/2014		
TRS Quality, Inc.	ZERAXA	86501085	1/12/2015		