

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Bank of America, N.A., as Administrative Agent	10/15/2012
RECEIVING PARTY DATA	
Name:	Brightpoint, Inc.
Street Address:	2601 Metropolis Parkway
Internal Address:	Suite 210
City:	Plainfield
State/Country:	INDIANA
Postal Code:	46168
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	5699913
Patent Number:	7110751
Application Number:	09681968
Application Number:	10338323
Application Number:	10338345
Application Number:	11306889
Application Number:	11464126
Application Number:	11465086
Application Number:	60215503
Application Number:	60218109
Application Number:	60219589
Application Number:	60242248
Application Number:	60346520
Application Number:	60593447

OP \$600.00 5699913

Application Number:	60595965
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**CORRESPONDENCE DATA**

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NAME OF SUBMITTER:	John E. Slaughter
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**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of October 15, 2012 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Brightpoint, Inc., an Indiana corporation ("Grantor").

**WHEREAS**, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of February 16, 2007 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Patents, Patent Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Patents dated as of February 16, 2007 ("Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on May 2, 2007 at Reel 019235 Frame 0175.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Patents, Patent Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Liliana Claar  
Name: Liliana Claar  
Title: Vice President

**Schedule 1**

**Brightpoint, Inc.  
(Indiana corporation)**

**U.S. Patents**

Country	Application Number	Application Date	Title	Patent Number	Grant Date
United States of America	08/565159	11/30/1995	Unitized Package Assembly	5699913	12/23/1997
United States of America	09/681968	06/30/2001	Customer Controlled Inventory Access		
United States of America	10/338323	01/08/2003	Distribution Channel Managements for Products and Services		
United States of America	10/338345	01/08/2003	Distribution Channel for Wireless Devices and Services		
United States of America	10/708726	03/19/2004	Multi-phone Programming Application	7110751	09/19/2006
United States of America	11/306889	01/13/2006	4PL System and Method		
United States of America	11/464126	08/11/2006	Multi-phone Programming Application		
United States of America	11/465086	08/20/2006	System and Method for Processing MEID Data		
United States of America	60/215503	06/30/2000	Ordering System and Method		
United States of America	60/218109	07/13/2000	Wireless Ordering System and Method		
United States of America	60/219589	07/20/2000	Remote Procedure Call		
United States of America	60/242248	10/20/2000			
United States of America	60/346520	01/08/2002	Distribution Channel Management for Wireless Devices and Services		
United States of America	60/593447	01/14/2005	4PL System and Method		
United States of America	60/595965	08/20/2005	System and Method for Processing MEID Data		