

Form PTO-1595 (Rev. 09/04)
OMB Collection 0851-0027 (exp. 8/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

GLOBE WIRELESS, LLC

Execution Date(s) May 31, 2013

Additional names of conveying parties attached? ☐ Yes

☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other

2. Name and address of receiving party(ies)

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal
Address:

Street Address: 110 East Broward Boulevard, Suite 1100

City: Ft. Lauderdale

State: FL

Country: USA

Zip: 33301

Additional names, addressees, or citizenship attached? ☐ Yes ☒ No

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)
See Attached Exhibit A

B. Patent No.(s)
See Attached Exhibit A

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence
concerning document should be mailed:
Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cjs-udsalbany@woltersklower.com

6. Total number of applications and
registrations involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature: _____

Signature

May 31, 2013

Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments,
and document. 6

Documents to be recorded (including cover sheet) should be faxed to (703) 305-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 030629 FRAME: 0569

**EXHIBIT A
TO
PATENT SECURITY SUMMARY AGREEMENT
PATENT REGISTRATIONS
PATENTS**

Patent	Registration Number	Registration Date	Country
None.			

PATENT APPLICATIONS

Patent Application	Application/Matter Code	Application Date	Country
System to Provide GSM over Distributed Mobile Networks	13208642 Attorney Docket Number 53867.0002	8/12/11	United States

Form PTO-1528 (Rev. 09/04)
OMB Collection 0561-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
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Address:

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B. Patent No.(s)
See Attached Exhibit A

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5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-662-7049

Email Address: cl-udsa@wellsfargo.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 4000

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment information:

a. Credit Card

Last 4 Numbers

1868

Expiration Date

06/15

b. Deposit Account Number

Authorized User Name:

9. Signature:

Karen Analey
Signature

May 31, 2013

Date

Karen Analey
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6968, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT SECURITY SUMMARY AGREEMENT

THIS PATENT SECURITY SUMMARY AGREEMENT (this "Agreement"), dated May 31, 2013, is by and between GLOBE WIRELESS, LLC, a limited liability company organized under the laws of the State of Delaware ("Debtor"), with its chief executive office at 1571 Robert J. Conlan Blvd., Palm Bay, Florida 32905, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), having an office at 110 East Broward Boulevard, Ft. Lauderdale, Florida 33301.

WITNESSETH:

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor, the other Borrowers (as defined in the Loan Agreement) as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Borrowers, Guarantors (as defined in the Loan Agreement), Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and the other Financing Agreements (as defined in the Loan Agreement); and

WHEREAS, in connection with the Loan Agreement, Debtor and Agent have entered or are about to enter into that certain Patent Collateral Assignment and Security Agreement, dated of even date herewith, by and between Debtor and Agent (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Patent Security Agreement"), pursuant to which Debtor has granted a security interest in the Patent Collateral (as defined below) to Agent, for itself and the benefit of the other Secured Parties, to secure the payment and performance of the Obligations, and Debtor has agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "USPTO").

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, Debtor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** As collateral security for the prompt performance, observance and payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby confirms its grant to Agent, for itself and on behalf of each Secured Party, of a continuing security interest in and a general lien upon, and a conditional collateral assignment of, the following (being collectively referred to herein as the "Patent Collateral"): (a) all of Debtor's patents and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the USPTO, or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, patents, and applications described in Exhibit

A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any patents, and all reissues, divisions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the "Patents"); (b) all present and future license and distribution agreements (subject to the rights of the licensors or licensees, as applicable, therein) pertaining to the Patents; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Patents. Notwithstanding anything to the contrary contained in this Section 1, the Patent Collateral shall not include any Excluded Property (as defined in the Loan Agreement) or any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Agent, for itself and the benefit of the other Secured Parties, is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (A) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (B) so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due under any such contract, license or license agreement.

3. LOAN AGREEMENT; PATENT SECURITY AGREEMENT. Debtor hereby acknowledges and affirms that the rights and remedies of Agent and Secured Parties with respect to the security interest in the Patent Collateral made and granted by Debtor are more fully set forth in the Loan Agreement and the Patent Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement and/or the Patent Security Agreement, the provisions of the Loan Agreement and the Patent Security Agreement (as applicable) shall control.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

GLOBE WIRELESS, LLC,
as Debtor

By: [Signature]
Name: Ronald Hays
Title: Chief Financial Officer and Secretary

STATE OF FLORIDA)
COUNTY OF BAKVARD) ss.:

On this 15 day of MAY 2013, before me personally came Ronald Hays, to me known, who being duly sworn, did depose and say, that he/she is the Chief Financial Officer and Secretary of Globe Wireless, LLC, the company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors or managers of said company.



[Signature]
Notary Public Glenn S. Taylor

[SIGNATURES CONTINUED ON NEXT PAGE]

Identification Produced:

- ☒ Driver License
☐ Passport
☐ State ID Card

[Signature Page to Patent Security Summary Agreement]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: Kevin C. Maitland
Name: Kevin C. Maitland
Title: Authorized Signatory

[Signature Page to Patent Security Summary Agreement]