

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2718734

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNOR TO READ: LCC INTERNATIONAL, INC. & LIGHTBRIDGE COMMUNICATIONS CORPORATION; CORRECT ASSIGNEE: LCC MILLER, LLC previously recorded on Reel 013176 Frame 0449. Assignor(s) hereby confirms the SECURITY & PLEDGE AGREEMENT DATED NOVEMBER 27, 2013 AMONG BORROWER & GUARANTORS..

CONVEYING PARTY DATA

Name	Execution Date
LCC INTERNATIONAL, INC.	12/04/2013
LIGHTBRIDGE COMMUNICATIONS CORPORATION	12/04/2013

RECEIVING PARTY DATA

Name:	LCC MILLER, LLC
Street Address:	C/O LIM ADVISORY
Internal Address:	222 LAKEVIEW AVENUE, SUITE 160-365
City:	WEST PALM BEACH
State/Country:	FLORIDA
Postal Code:	33401

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5923752
Patent Number:	7113753
Application Number:	10391523
Patent Number:	6959189

CORRESPONDENCE DATA

Fax Number: (713)238-7343
 Phone: 7132204200
 Email: pat-tmk@andrewskurth.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
 Correspondent Name: JASON REINER, ESQ./ ANDREWS KURTH LLP
 Address Line 1: 600 TRAVIS, SUITE 4200

PATENT

REEL: 032174 FRAME: 0608

Address Line 4: HOUSTON, TEXAS 77002	
ATTORNEY DOCKET NUMBER:	207685
NAME OF SUBMITTER:	JASON REINER
Signature:	/Jason Reiner/
Date:	02/07/2014
<p>Total Attachments: 8</p> <p>source=502591059#page1.tif</p> <p>source=502591059#page2.tif</p> <p>source=502591059#page3.tif</p> <p>source=502591059#page4.tif</p> <p>source=502591059#page5.tif</p> <p>source=502591059#page6.tif</p> <p>source=502591059#page7.tif</p> <p>source=502591059#page8.tif</p>	

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LCC INTERNATIONAL, INC.	12/04/2013
RECEIVING PARTY DATA	
Name:	LIGHTBRIDGE COMMUNICATIONS CORPORATION
Street Address:	C/O LIM ADVISORY
Internal Address:	222 LAKEVIEW AVENUE, SUITE 160-365
City:	WEST PALM BEACH
State/Country:	FLORIDA
Postal Code:	33401
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6959189
Patent Number:	5923752
Application Number:	10391523
Patent Number:	7113753
CORRESPONDENCE DATA	
Fax Number:	(713)238-7343
Phone:	7132204200
Email:	pat-tmk@andrewskurth.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JASON REINER, ESQ./ ANDREWS KURTH LLP
Address Line 1:	600 TRAVIS, SUITE 4200
Address Line 4:	HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	207685
NAME OF SUBMITTER:	THERESA M. EVENBLY FOR JASON REINER
Signature:	/EVENT/
Date:	12/04/2013
Total Attachments: 4 source=PAT-LCCINTL#page1.tif source=PAT-LCCINTL#page2.tif source=PAT-LCCINTL#page3.tif source=PAT-LCCINTL#page4.tif	
RECEIPT INFORMATION EPAS ID: PAT2637255 Receipt Date: 12/04/2013 Fee Amount: \$160	

GRANT OF PATENT SECURITY INTEREST

WHEREAS, LCC INTERNATIONAL, INC., a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, LIGHTBRIDGE COMMUNICATIONS CORPORATION, a Delaware corporation ("Borrower"), is the direct or indirect parent of Grantor; and

WHEREAS, on or prior to the date hereof, Lenders (as defined in the hereinafter described Security Agreement) have made certain extensions of credit available to Borrower, as evidenced by one or more promissory notes payable to Lenders (or any of them); and

WHEREAS, pursuant to the terms of the Security and Pledge Agreement dated as of November 27, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Borrower and Guarantors (as defined in the Security Agreement), including, without limitation Grantor, as debtors, and LCC Miller, LLC, a Delaware limited liability company, as collateral agent for each of the Secured Parties (as defined in the Security Agreement) (in such capacity, "Collateral Agent"), Grantor has agreed to grant in favor of Collateral Agent for the benefit of the Secured Parties a perfected security interest in, and Collateral Agent has agreed to become a secured creditor with respect to, the Patent Collateral. All initially capitalized terms used but not defined in this Grant of Patent Security Interest have the meanings ascribed to such terms in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired by Grantor and whether now existing or hereafter coming into existence and wherever located (collectively, the "Patent Collateral"):

- (i) all patents and patent applications, including the inventions and improvements described and claimed therein, and all patentable inventions, including but not limited to the patents and patent applications listed on Schedule A;
- (ii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (iii) all rights, licenses and goodwill arising out of the foregoing, now existing or hereafter coming into existence, (A) to all income, profits, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (B) to sue for past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing throughout the world;
- (iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall not be deemed to have granted a security interest in:

(x) any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; or

(y) until such time as the Senior Debt is Paid in Full, any assets or properties described in clauses (i), (ii), (iii), (iv) and (v) above unless Grantor has first granted a security interest to Senior Agent for the benefit of Senior Lenders in the rights or interests of Grantor in such assets or properties (other than any assets or properties comprising the Sub Debt First Lien Collateral); it being the intention of all parties that, until such time as the Senior Debt is Paid in Full, the Collateral securing the Senior Debt and the Collateral securing the Secured Obligations be identical, except for the Sub Debt First Lien Collateral, or any part thereof, which secures only the Secured Obligations.

Grantor further acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral 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.

This Grant of Patent Security Interest is subject to (A) that certain Amended and Restated Subordination Agreement dated as of June 26, 2013, among Bridge Bank, National Association, and Lloyd I. Miller, III and certain of his affiliates party thereto, as amended by that certain Acknowledgment and Agreement of Subordinated Creditors and Amendment to Subordination Agreement dated as of October 1, 2013, and as may be further amended from time to time in accordance with its terms (the "Miller Subordination Agreement"), and (B) that certain Amended and Restated Subordination Agreement dated as of June 26, 2013, among Bridge Bank, National Association, and Bryant Riley and certain of his affiliates party thereto, as amended by that certain Acknowledgment and Agreement of Subordinated Creditors and Amendment to Subordination Agreement dated as of October 1, 2013 and as may be further amended from time to time in accordance with its terms (the "Riley Subordination Agreement" and collectively with the Miller Subordination Agreement, the "Subordination Agreements"). In the event of a conflict between the terms and conditions of this Patent Security Agreement, on the one hand, and the Subordination Agreements, on the other hand, the terms and conditions of the Subordination Agreements shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its duly authorized officer as of the ____ day of November, 2013.

LCC INTERNATIONAL, INC.,
a Delaware corporation

By: 

Brian J. Dunn
Secretary

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Patents Issued:

LCC International, Inc.

Title	Application/Publication Number	Reg. Number	Issue Date	Status	Comments
Systems and methods for determining signal coverage	2001929034	6959189	10/25/2005	Issued	
Methods, apparatus, and systems for simulation of mixed traffic in a wireless network	20040032857		02/19/2004	Published	
Systems and methods for determining signal coverage	20020042269		04/11/2002	Published	
Replaceable outer cover for personal communication device	9/6760876	5923752	07/13/1999	Issued	

Patents Pending:

<u>Applicant's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>	<u>Inventor</u>
NONE.				