

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
L-com, Inc.		07/26/2012	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15		
Property Type	Number	Word Mark
Registration Number:	2697029	L-COM
Registration Number:	1691214	L-COM
Registration Number:	2900962	HYPERAMP
Registration Number:	2416974	
Registration Number:	3359031	SC SHARPERCONCEPTS
Registration Number:	3733850	L-COM
Registration Number:	2427960	HYPERLINK
Registration Number:	3733851	L-COM
Registration Number:	3770323	L-COM
Registration Number:	3746280	L-COM
Registration Number:	3766767	L-COM
Registration Number:	3766804	L-COM
Registration Number:	4052356	HYPERGAIN
Registration Number:	4120705	HYPERLINK

TRADEMARK

OP \$390.00 2697029

Registration Number:

4117503

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CORRESPONDENCE DATA

Fax Number: 6179518736

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-951-8132

Email: linda.salera@bingham.com

Correspondent Name: Linda A. Salera

Address Line 1: 1 Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Linda A. Salera

Signature:

/Linda A. Salera/

Date:

07/31/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 26, 2012 (this "Trademark Security Agreement"), is made by L-com, Inc. (the "Grantor") in favor of General Electric Capital Corporation, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of July 26, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantor and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and deliver this Trademark Security Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all personal property of the Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral") as collateral security for the Secured Obligations:

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law

SECTION 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation

The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Governing Law

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

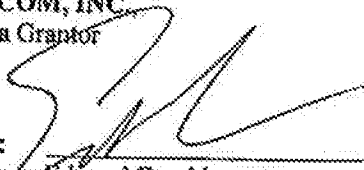
SECTION 6. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

L-COM, INC
as a Grantor

By: 
Name: Edward Caselden
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004832 FRAME: 0536

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent**

By: 

Name: *Scott R. Hughes*

Title: Its Duly Authorized Signatory

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 004832 FRAME: 0537**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS





TRADEMARKS

United States Trademark Registrations:

Our Ref.	Matter	Country	Classes	Status	App. No.	Reg. No.	Reg. Date	Owner
356954.00003	L-COM (block letters) in USA	USA	6, 8, 9	Registered	76/126,247	2,697,029	3/18/2003	L-com, Inc.
356954.00006	L-COM & DESIGN in Canada	Canada		Registered	503,119	TMA307938	11/1/1985	L-com, Inc.
356954.00007	L-COM & DESIGN (ADD'L GOODS)	USA	9	Registered	74/009,611	1,691,214	6/9/1992	L-com, Inc.
356954.00008	L-COM (block letters) in Canada	Canada		Registered	1,082,497	TMA601850	2/10/2004	L-com, Inc.
356954.00011	HYPERRAMP in USA	USA	9	Registered	75/681,391	2,900,962	11/9/2004	L-com, Inc.
356954.00014	HYPERLINK (logo and design) in USA	USA	9, 40	Registered	75/681,237	2,416,974	1/2/2001	L-com, Inc.
356954.00015	SHARPERCONCEPTS in USA	USA	9	Registered	77/152,210	3,359,031	12/25/2007	L-com, Inc.
356954.00039A	L-COM (Brazil)	L-COM (Brazil)	8	Pending	830894829			L-com, Inc.
356954.00039B	L-COM (Brazil)	L-COM (Brazil)	9	Pending	830894910			L-com, Inc.
356954.00039C	L-COM (Brazil)	L-COM (Brazil)	22	Pending	830894845			L-com, Inc.
356954.00040	L-COM (Mexico)	Mexico	6 8 9 40	Registered	1013435; 1013436; 1013437; 1013438	1110699 1110700 1192098 1110701	07/15/2009 07/15/2009 11/30/2010 07/15/2009	L-com, Inc.
356954.00043	L-COM (logo)	USA	22	Registered	77/745,426	3,733,850	1/5/2010	L-com, Inc.
356954.00044	Hyperlink	USA	9, 40	Registered	75/682,876	2,427,960	2/13/2001	L-com, Inc.
356954.00045	L-COM (logo)	USA	8	Registered	77/745,439	3,733,851	1/5/2010	L-com, Inc.
356954.00046	L-COM (logo)	USA	9	Registered	77/745,450	3,770,323	4/6/2010	L-com, Inc.
356954.00047	L-COM (logo)	USA	40	Registered	77/745,460	3,746,280	2/9/2010	L-com, Inc.
356954.00049	L-COM (logo)	USA	35	Registered	77/797,350	3,766,767	3/30/2010	L-com, Inc.
356954.00050	L-COM (word mark)	USA	35	Registered	77/798,955	3,766,804	3/30/2010	L-com, Inc.
356954.00052	L-COM - Paraguay	Paraguay	6	Registered	09/27,514;	345425	05/06/2011	L-com, Inc.

Our Ref.	Matter	Country	Classes	Status	App. No.	Reg. No.	Reg. Date	Owner
			8 9 35	Registered Registered Registered	09/27,515; 09/27,516; 09/27,517	336768 337004 336769	08/24/2010 08/24/2010 08/24/2010	
356954.00055	L-COM (word mark - European Community)	European Community-via Madrid Protocol	6, 8, 9, 35	Accepted for Registration.	1032028			L-com, Inc.
356954.00056	L-COM (logo - European Community)	European Community -via Madrid Protocol	8, 9, 22, 40	Accepted for Registration.	1035395			L-com, Inc.
356954.00059	L-COM (word mark - Malaysia)	Malaysia	9, 35	Pending	2010004612			L-com, Inc.
356954.00060	L-COM (logo mark - Malaysia)	Malaysia	9	Pending	2010004612			L-com, Inc.
356954.00063	L-COM (word - Argentina)	Argentina	8, 9, 22, 35, 40	Pending	3039410- 3039414			L-com, Inc.
356954.00068	L-COM (Madrid Protocol)- Singapore	Singapore-via Madrid Protocol	6, 8, 9	Registered		997162 and T0904007G	10/25/2010	L-com, Inc.
356954.00069	L-COM (Madrid Protocol) - China	China-via Madrid Protocol	6, 8, 9	Pending - On appeal		G997162		L-com, Inc.
356954.00070	L-COM (Madrid Protocol) - UK	UK-via Madrid Protocol	6, 8, 9	Registered		997162	9/3/2008	L-com, Inc.
356954.00074	Hypergain (word mark)	USA	9	Registered	85/269,408	4,052,356	11/08/2011	L-com, Inc.
356954.00075	Hyperlink (word mark)	USA	9	Registered	85/269,403	4,120,705	04/03/2012	L-com, Inc.
356954.00077	Hyperlink (logo)	USA	9	Registered	85/302,360	4,117,503	03/27/2012	L-com, Inc.
356954.00079	L-com (logo)	China	8	Pending	9466354			L-com, Inc.
356954.00080	L-com (logo)	China	9	Pending	9466353			L-com, Inc.
356954.00081	L-com (logo)	China	22	Pending	9466352			L-com, Inc.
356954.00082	L-com (logo)	China	35	Pending	9466336			L-com, Inc.
356954.00083	L-com (logo)	China	40	Pending	9466335			L-com, Inc.
356954.00087	Hyperlink (word mark)	Canada	9	Pending	1,543,658			L-com, Inc.
356954.00088	Hyperlink (word mark)	Brazil	9	Pending	TBD			L-com, Inc.
356954.00090	Hyperlink (word mark)	Madrid Protocol	9	Pending	TBD			L-com, Inc.
356954.00090	Hyperlink (logo)	Brazil	9	Pending	TBD			L-com, Inc.
356954.00092	Hyperlink (logo)	Canada	9	Pending	1,548,394			L-com, Inc.
356954.00093	Hyperlink (logo)	Madrid Protocol	9	Pending	TBD			L-com, Inc.
356954.00069	L-COM (Madrid Protocol) - China	China-via Madrid Protocol	6, 8, 9	Pending - On appeal		997162		L-com, Inc.
356954.00079	L-com (logo)	China	8	Pending - On review.appeal	9466354			L-com, Inc.

Our Ref.	Matter	Country	Classes	Status	App. No.	Reg. No.	Reg. Date	Owner
356954.00080	L-com (logo)	China	9	Pending	9466353			L-com, Inc.
356954.00081	L-com (logo)	China	22	Pending published for opposition	9466352			L-com, Inc.
356954.00082	L-com (logo)	China	35	Pending published for opposition	9466336			L-com, Inc.
356954.00083	L-com (logo)	China	40	Pending published for opposition	9466335			L-com, Inc.
356954.00089B	Hyperlink (word mark)	China - Madrid Protocol	9	Pending	Int'l			L-com, Inc.
356954.00093B	Hyperlink (logo)	China - Madrid Protocol	9	Pending	Int'l 1092130			L-com, Inc.
356954.00096	Hyperlink (word mark)	China	9	About to be or recently be filed	TBD			L-com, Inc.
356954.00102	Hyperlink (logo)	China	9	About to be or recently be filed	TBD			L-com, Inc.
None	诺通	China	6	Registered		5925967	2009.11.7	L-com, Inc.
None	诺通	China	8	Registered		5925966	2009.12.7	L-com, Inc.
None	诺通	China	9	Registered		5925965	2009.12.28	L-com, Inc.
None	诺通	China	35	Registered		5925964	2010.4.14	L-com, Inc.

Our Ref.	Matter	Country	Classes	Status	App. No.	Reg. No.	Reg. Date	Owner
None		China	6	Registered		5925971	2009.11.7	L-com, Inc.
None		China	8	Registered		5925970	2009.12.7	L-com, Inc.
None		China	9	Registered		5925969		L-com, Inc.
None		China	35	Registered		5925968	2010.4.14	L-com, Inc.

TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
None.		