

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	EXTENET SYSTEMS, INC.		09/06/2012	CORPORATION: DELAWARE
	I5 WIRELESS, LLC		09/06/2012	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA				
Name:	Barclays Bank PLC, as Collateral Agent			
Street Address:	745 7TH AVENUE			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10019			
Entity Type:	Bank: UNITED KINGDOM			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	3396458	EXTENET	
	Registration Number:	3305312	IDUCT	
	Registration Number:	3407816	I5 WIRELESS	
CORRESPONDENCE DATA				
Fax Number:	6175269899			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	6175269628			
Email:	cslattery@proskauer.com			
Correspondent Name:	Christine Slattery			
Address Line 1:	Proskauer Rose LLP			
Address Line 2:	One International Place			
Address Line 4:	Boston, MASSACHUSETTS 02110			
ATTORNEY DOCKET NUMBER:	1543			

CH \$90.00 3396458

NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	09/10/2012
Total Attachments: 6 source=Trademark Security Agreement (Barclays-ExteNet)#page1.tif source=Trademark Security Agreement (Barclays-ExteNet)#page2.tif source=Trademark Security Agreement (Barclays-ExteNet)#page3.tif source=Trademark Security Agreement (Barclays-ExteNet)#page4.tif source=Trademark Security Agreement (Barclays-ExteNet)#page5.tif source=Trademark Security Agreement (Barclays-ExteNet)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 6, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of September 6, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto, the Collateral Agent and Barclays Private Credit Partners LLC pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Subject to Section 2.2 of the Pledge and Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

- (a) all United States trademarks, trade names, trade dress, 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, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in 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 any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter

due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto in the United States; and

(b) any and all agreements, licenses and covenants providing for the granting of any exclusive right to such Grantor in or to any registered Trademark or application therefor including, without limitation, each agreement listed on or required to be listed in Schedule B attached hereto, and, if available to Grantor under such agreements, licenses and/or covenants, the right to sue or otherwise recover for past, present and future infringement or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS 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 LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

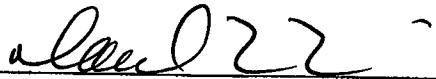
SECTION 5. Counterparts

This 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXTENET SYSTEMS, INC.

By: 
Name: Daniel L. Timm
Title: EVP/CFO

I5 WIRELESS, LLC

By: 
Name: Daniel L. Timm
Title: Vice President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: _____

Title:

Ronnie Cienn
Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
EXTENET	78947095	8/8/06	3396458	3/11/08
IDUCT	77008982	9/27/06	3305312	10/09/07
i5 Wireless	77008950	9/27/06	3407816	4/08/08

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT
EXCLUSIVE TRADEMARK LICENSES

Description of Trademark License	Name of Licensor	Registration Number and Registration Date of underlying Trademark
None.		