

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
Aero Communications, Inc.		10/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3529772	ACI	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5619		
Email:	vaitl@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-01902		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
Signature:	/Timothy D. Pecsénye/		

CH \$40.00 3529772

Date:

11/06/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 19th day of October, 2012 by AERO COMMUNICATIONS, INC. ("Borrower"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan (as defined below):

WITNESSETH

WHEREAS, Borrower, Lenders and Agent are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower and certain of its affiliates by Lenders;

WHEREAS, Borrower has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrower's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:


1. Incorporation of Loan Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Borrower hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Borrower's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof; and
- (ii) all products and proceeds of the forgoing.

IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first written above.

AERO COMMUNICATIONS, INC.

By: 
Name: Michael Cavanaugh
Title: Vice President and Secretary

Agreed and Accepted,

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Kenneth S. Kaestner
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004894 FRAME: 0486

IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first written above.

AERO COMMUNICATIONS, INC.

By: _____
Name: Michael Cavanaugh
Title: Vice President and Secretary

Agreed and Accepted,

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Kenneth S. Kaestner
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004894 FRAME: 0487

SCHEDULE A

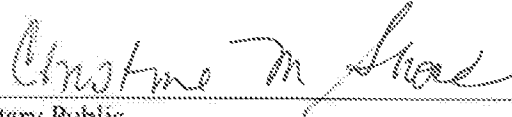
TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
ACI	3529772	11/11/2008

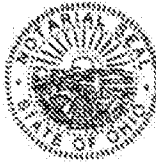
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 14th of October, 2012, before me personally appeared Michael Cavanaugh, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Aero Communications, Inc. that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:



CHRISTINE M. SHOCK
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires July 6, 2016

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004894 FRAME: 0489

POWER OF ATTORNEY

AERO COMMUNICATIONS, INC. (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and permitted assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor dated as of October ____, 2012 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be amended, supplemented, restated or otherwise modified, the "Trademark Security Agreement"), including, without limitation, the right to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark assignment, subject to the terms of the Trademark Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

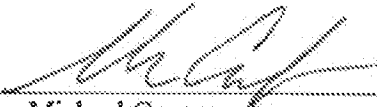
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done upon the occurrence and during the continuance of an Event of Default in accordance with the terms of the Trademark Security Agreement.

This Power of Attorney shall be irrevocable until the Obligations (other than contingent indemnification obligations that are not yet due and payable) have been paid in full and the Loan Agreement is terminated.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

AERO COMMUNICATIONS, INC.

By: 
Name: Michael Cavanaugh
Title: Vice President and Secretary

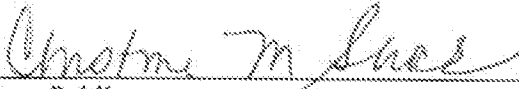
[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004894 FRAME: 0491

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 14th of October, 2012, before me personally appeared Michael Cavanaugh, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Aero Communications, Inc.; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:



CHRISTINE M. SHOCK
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires July 6, 2016

[ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT]