

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Wireless USA, Inc.		07/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC		
Street Address:	875 Third Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4014725	BCI COMMUNICATIONS, INC UNITEK GLOBAL SE	
Registration Number:	3760444	BCI	
Serial Number:	85804617	PINNACLE WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	3104079090		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3104074095		
Email:	msargiropoulos@ktbslaw.com		
Correspondent Name:	Maria Sountas-Argiropoulos		
Address Line 1:	1999 Avenue of the Stars		
Address Line 2:	39th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Jonathan M. Weiss		
SIGNATURE:	/Jonathan Weiss/		
DATE SIGNED:	07/02/2014		
Total Attachments: 7			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 19, 2013 is made by Pinnacle Wireless USA, Inc., a Delaware corporation, located at 1777 Sentry Parkway, Blue Bell, PA (the "Grantor"), in favor of Cerberus Business Finance, LLC, a Delaware limited liability company, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 15, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among UniTek Global Services, Inc. (the "Borrower"), the Lenders and Cerberus Business Finance, LLC, as Administrative Agent (as successor in interest to FBR Capital Markets LT, Inc.).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes the Grantor;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 15, 2011 in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all Intellectual Property now owned or at any time hereafter acquired, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation,

those items listed on Schedule A hereto) (collectively, the “Collateral”), to the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

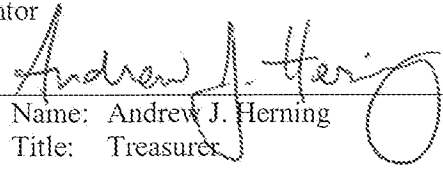
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PINNACLE WIRELESS USA, INC.,
as Grantor

By:


Name: Andrew J. Herning
Title: Treasurer

CERBERUS BUSINESS FINANCE, LLC,
as Administrative Agent for the Lenders

By:

Name:
Title:

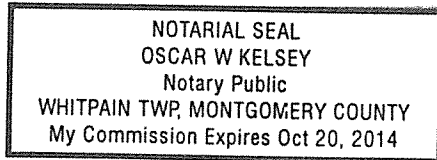
ACKNOWLEDGMENT OF GRANTOR

STATE OF PENNSYLVANIA

) ss

COUNTY OF MONTGOMERY)

On the 19th day of July, 2013, before me personally came Andrew J. Herning, who is personally known to me to be the Treasurer of Pinnacle Wireless USA, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Oscar W. Kelsey

Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PINNACLE WIRELESS USA, INC.,
as Grantor

By: _____

Name: Andrew J. Herning
Title: Treasurer

CERBERUS BUSINESS FINANCE, LLC,
as Administrative Agent for the Lenders

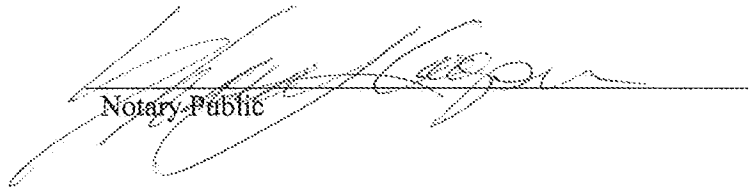
By: _____

Name: *Kevin Gonda*
Title: *Vice Chairman*

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York
COUNTY OF New York) ss

On the 19th day of July, 2013, before me personally came Kevin Cranda, who is personally known to me to be the Vice Chairman of Cerberus Business Finance, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that he is the Vice Chairman in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Manager of such limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

SHARA L. COOPER
Notary Public, State of New York
No. 01CO6151527
Qualified in New York County
Commission Expires Aug. 21, 2014

SCHEDULE A

U.S. Trademark Registrations and Applications

BCI Communications, Inc.	(BCI COMMUNICATIONS, INC., a UniTek Global Services company). The mark consists of a circle with two curved bands and partially encircling the lower perimeter of the globe all above the stylized wording "a UniTek Global Services Company"	4,014,725
BCI Communications, Inc.	BCI	3,760,444
Pinnacle Wireless USA, LLC	Pinnacle Wireless	Application Pending – Application No. 85-804,617