

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UniTek Global Services, Inc.		08/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Collateral Agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4011163	UNITEK	
Registration Number:	4078852	UNITEK GLOBAL SERVICES CONNECTING THE WI	
Registration Number:	3996242	CONNECTING THE WIRED AND WIRELESS WORLDS	
Registration Number:	3900442	UNITEK GLOBAL SERVICES	
Registration Number:	4180480	NEXLINK GLOBAL SERVICES	
Registration Number:	4180479	NEX LINK GLOBAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F178864		
NAME OF SUBMITTER:	Jonathan Larson		
SIGNATURE:	/Jonathan Larson/		
DATE SIGNED:	08/21/2018		

OP \$165.00 4011163

Total Attachments: 6

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SCHEDULE A

TRADEMARK COLLATERAL

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
UniTek Global Services, Inc.	UNITEK	Delaware	85/044124	5/20/10	4,011,163	8/16/11
UniTek Global Services, Inc.	UNITEK GLOBAL SERVICES CONNECTING THE WIRED AND WIRELESS WORLDS	Delaware	85/050269	5/28/10	4,078,852	1/3/12
UniTek Global Services, Inc.	CONNECTING THE WIRED AND WIRELESS WORLDS	Delaware	85/050318	5/28/10	3,996,242	7/19/11
UniTek Global Services, Inc.	UNITEK GLOBAL SERVICES	Delaware	85/044143	5/20/10	3,900,442	1/4/11
UniTek Global Services, Inc.	NEXLINK GLOBAL SERVICES	Delaware	85/300932	4/21/11	4,180,480	7/24/12
UniTek Global Services, Inc.	NEXLINK GLOBAL SERVICES	Delaware	85/300916	4/21/11	4,180,479	7/24/12

TRADEMARK SECURITY AGREEMENT dated as of August 20, 2018 (this “Agreement”), among UniTek Global Services, Inc., a Delaware corporation (the “Pledgor”) and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of August 20, 2018 (the “Collateral Agreement”), UNITEK ACQUISITION, INC., a Delaware corporation, UNITEK GLOBAL SERVICES, INC., a Delaware corporation, each other Subsidiary Loan Party party thereto and the Collateral Agent, pursuant to which the Pledgor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Pledgor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in **Error! Reference source not found.** of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Pledgor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto, together with (a) all renewals or extensions thereof, (b) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, and (c) 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 (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of the Pledgor from its obligations under the Collateral Agreement pursuant to **Error! Reference source not found.** of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to

the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

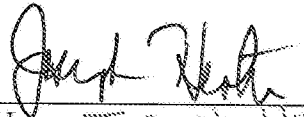
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this First Lien Trademark Security Agreement with the U.S. Patent and Trademark Office.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

UNITEK GLOBAL SERVICES, INC., as Pledgor

By: 
Name: Joseph Heaster
Title: CFO

KEYBANK NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name: Brent W. Cooper
Title: Managing Director

Schedule I to the
Trademark Security Agreement

TRADEMARK COLLATERAL

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