

2/23/16

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (the "*Assignment*") is dated as of February 23, 2016, by and between WindRiver Wireless, LLC, a Delaware limited liability company ("*Assignor*"), and Uintah Basin Electronic Telecommunications dba Strata Networks, LLC, ("*Assignee*"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of February 19, 2016 as amended (the "*Purchase Agreement*").

WITNESSETH:

WHEREAS, Assignor is the FCC-recognized holder of the FCC Authorizations, the Leases and all other Assets, all as defined in the Purchase Agreement as attached hereto; holds all right, authorization, title and interest in, under them; and wishes to sell, assign, transfer, convey and deliver to Assignee all right, authorization, title and interest in, under and to them; and

WHEREAS, Assignee wishes to accept all right, authorization, title and interest in, under and to all of the above-mentioned Assets.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, in the Purchase Agreement and in Assignor's Closing certificates, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all right, authorization, title and interest in, under and to the Assets, free and clear of all Liens.

2. No Assumption of Liabilities. Assignee does not assume, and shall not be obligated or liable for, any liabilities of Assignor or any of its affiliates, predecessors, assignors or transferors, whether in connection with the transactions contemplated hereby or otherwise.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee, its successors and assigns, as Assignor's true and lawful attorney-in-fact with full power of substitution, in Assignor's name and stead, by, on behalf and for the benefit of Assignee, its successors and assigns, from time to time to institute and prosecute in Assignor's name, or otherwise, for the benefit of Assignee, its successors and assigns, all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper for the collection or enforcement of any claim or right under the Assets and to do all acts and things in relation to the Assets which Assignee, its successors and assigns, shall deem desirable, including notification of this Assignment to the FCC.

4. Further Assurances. Assignor and Assignee hereby agree that, from time to time, as and when requested by either party, each party shall execute and deliver, or cause to be executed

or delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the acquisition.

5. No Supersedence. This Assignment is intended only to effect the assignment of the Assets pursuant to the Purchase Agreement, and nothing contained herein shall in any way supersede, modify, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations and indemnifications, of any party set forth in the Purchase Agreement.

6. Applicable Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to the conflict of laws provisions thereof.

7. Counterparts. This Assignment may be executed in two or more counterparts, which may be delivered by facsimile, electronic mail or other electronic format, each of which will be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding and effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

ASSIGNOR:

WindRiver Wireless, LLC

By: 
Dennis L. O'Neill
Managing Member

ASSIGNEE:

Uintah Basin Electronic Telecommunications
dba Strata Networks

By: 
Bruce Todd, CEO & General Manager