

ASSIGNMENT OF UNIT

THIS ASSIGNMENT OF UNIT (this "Agreement") is made and entered into effective as of the 13th day of November, 2009, among **HBK NV LLC**, a Delaware limited liability company ("HBK"), **C. Thomas McMillen**, an individual ("McMillen") and **NVT License Holdings, LLC**, a Delaware limited liability company (the "Company").

WHEREAS, HBK owns one hundred (100) Class A Units and one (1) Class B Unit of the Company;

WHEREAS, HBK desires to assign one Class A Unit of the Company (the "Unit") to McMillen and McMillen desires to accept such assignment, to be effective at the Closing on the Closing Date (each as defined below) (the "Assignment"); and

WHEREAS, simultaneously with the Closing of the transactions contemplated herein, the Company shall redeem HBK's remaining ninety-nine (99) Class A Units and one (1) Class B Unit of the Company (the "Redemption").

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are conclusively acknowledged and confirmed by the parties and intending to be legally bound hereby, it is agreed as follows:

ARTICLE I. DEFINITIONS

1.1. Definitions. When used in this Agreement, the following terms shall have the meanings specified:

"Closing" shall mean the conference to be held at 10:00 a.m., Dallas, Texas time on the Closing Date at the offices of the Company, 2101 Cedar Springs Road, Suite 700, Dallas, Texas 75201, or at such other time and place as HBK and McMillen may mutually agree to in writing.

"Closing Date" shall mean (a) the date designated by HBK upon two (2) business days prior notice to McMillen after the last to occur of the dates on which the FCC Consent (defined below) has become a Final Order; provided, however, that McMillen, in his sole discretion, may waive the requirement that the FCC Consent become a Final Order, in which event the Closing shall occur on the second (2nd) business day after such waiver has been communicated to HBK, in which case HBK and McMillen may execute an Unwind Agreement in a form mutually agreed, or (b) if later, the first (1st) business day following the satisfaction or waiver of the conditions precedent set forth in Article VI and Article VII or (c) such other date as HBK and McMillen may mutually agree.

"FCC" shall mean the Federal Communications Commission.

"FCC Consent" shall mean all necessary actions by the FCC granting its written consent to the transfer of control of the Company from HBK to McMillen that results from the Assignment and the Redemption.

“Final Order” shall mean that action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending and as to which the time for filing any such petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminate.

“LLC Agreement” shall mean that certain Amended and Restated Limited Liability Company Agreement of the Company dated as of September 30, 2009.

“Pledge Agreement” shall mean that certain Licenseco Holdings Pledge Agreement dated as of September 30, 2009, among HBK, McMillen and the other parties thereto.

ARTICLE II. ASSIGNMENT OF UNIT

2.1. Assignment of Unit. At the Closing on the Closing Date, and upon all of the terms and conditions of this Agreement, HBK shall assign to McMillen all of HBK’s right, title and interest in and to the Unit standing in the name of HBK on the books of the Company, free and clear of any and all liens, claims, equities, charges, options, rights of first refusal, encumbrances or other restrictions of any kind, and McMillen shall accept such assignment. Thereafter, HBK shall have no further voting or other interest in the Company with respect to the Unit.

2.2. Closing; Substitute Member. At the Closing (i) HBK shall deliver to McMillen a limited liability company unit transfer power in favor of McMillen and such other documents and instruments set forth herein and as reasonably requested by McMillen to effect the transfer of the Unit by HBK to McMillen and (ii) and McMillen shall execute a joinder to the LLC Agreement with respect to the Unit in a form reasonably acceptable to the Company. Upon Closing, the parties acknowledge and agree that McMillen shall be admitted as a substitute member of the Company with respect to the Unit.

2.3. Tax Matters. Immediately following the Closing and the closing of the Redemption, the Company shall (i) be wholly owned by McMillen, (ii) be treated as a disregarded entity for federal tax purposes, and (iii) cease to be treated as a partnership for federal tax purposes. The parties acknowledge and agree that the taxable year of the Company shall close with respect to all of the members of the Company (or if for any reason no such closing of the taxable year shall be allowed for tax purposes, then the members of the Company and the Company agree that there shall be an interim closing of the books) effective as of the Closing and all items of income, gain, loss, deduction and credit of the Company shall be allocated among the members of the Company accordingly.

ARTICLE III. GOVERNMENTAL APPROVALS

3.1. FCC Consent. It specifically is understood and agreed by HBK and McMillen that the Closing shall be in all respects subject to the receipt of prior FCC Consent. HBK and

McMillen shall join with the Company in preparing and filing with the FCC as soon as practicable but in no event later than five (5) business days after the date of this Agreement, the requisite applications and other necessary instruments or documents requesting the FCC Consent. After the aforesaid applications and documents have been filed with the FCC, HBK and McMillen shall prosecute such applications with all reasonable diligence to obtain the requisite FCC Consent. The Company shall pay all FCC filing fees and charges and shall reimburse HBK and McMillen for their reasonable costs and expenses (including attorney's fees) incurred by them in connection with the assignment.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF HBK

4.1. Representations and Warranties of HBK. HBK hereby represents and warrants to McMillen that:

(a) HBK is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware.

(b) The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by HBK and the consummation by HBK of the transactions contemplated hereby and thereby, are within the limited liability company power of HBK and have been duly authorized by all necessary action by HBK.

(c) This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by HBK, the valid and binding obligations of HBK, enforceable against it in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

(d) Subject to the Pledge Agreement, HBK owns, of record and beneficially, good and valid title to the Unit and the Unit is free and clear of any and all liens, restrictions, claims, equities, charges, options, rights of first refusal or encumbrances, with no defects of title whatsoever.

(e) Subject to the LLC Agreement, HBK is not a party to or bound by any agreement affecting or relating to its right to transfer or vote the Unit.

(f) Other than the FCC Consent, it is not necessary for HBK to obtain any consent, approval, waiver or notification of any person or entity, in connection with the execution, delivery, performance or enforcement of this Agreement or the consummation of the transactions herein contemplated which has not been obtained.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF MCMILLEN

5.1. Representations and Warranties of McMillen. McMillen hereby represents and warrants to HBK that:

(a) The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by McMillen and the consummation by McMillen of the transactions contemplated hereby and thereby, are within the power of McMillen.

(b) This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by McMillen, the valid and binding obligations of McMillen, enforceable against him in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

ARTICLE VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF MCMILLEN

Each and every obligation of McMillen to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

6.1. Compliance with Agreement. HBK shall have performed and complied in all material respects with all of its respective obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

6.2. Representations and Warranties. The representations and warranties made by HBK in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

6.3. Instruments of Conveyance and Transfer. HBK shall deliver to McMillen at the Closing such documents as shall be effective to vest in McMillen good and valid title to the Unit as contemplated by this Agreement and such other documents set forth herein and as McMillen shall reasonably request.

6.4. Consummation of Redemption. The Redemption and the transactions contemplated thereby shall have been consummated.

6.5. FCC Consent. The FCC Consent shall have been issued, and shall, at Closing, be a Final Order and in full force and effect and shall contain no provision that could have an adverse effect on McMillen or the Company.

If any of the conditions set forth in this Article VI (other than the condition that the FCC Consent be issued and in full force and effect) have not been satisfied, McMillen may nevertheless waive such condition and proceed with the consummation of the transactions.

ARTICLE VII. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF HBK

Each and every obligation of HBK to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

7.1. Compliance with Agreement. McMillen shall have performed and complied in all material respects with all of his respective obligations under this Agreement which are to be performed or complied with by him prior to or at the Closing.

7.2. Representations and Warranties. The representations and warranties made by McMillen in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date.

7.3. Joinder. McMillen shall have executed a joinder to the LLC Agreement with respect to the Unit in a form reasonably acceptable to the Company.

7.4. Consummation of Redemption. The Redemption and the transactions contemplated thereby shall have been consummated.

7.5. FCC Consent. The FCC Consent shall have been issued and be in full force and effect at Closing.

If any of the conditions set forth in this Article VII (other than the condition set forth in Section 7.5) have not been satisfied, HBK may nevertheless waive such condition and proceed with the consummation of the transactions.

ARTICLE VIII. TERMINATION

8.1. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date, as follows:

- (a) by mutual written agreement of HBK and McMillen;
- (b) by McMillen, if any of the conditions set forth in Article VI of this Agreement shall not have been fulfilled by the Closing Date or as otherwise provided herein;
- (c) by HBK, if any of the conditions set forth in Article VII of this Agreement shall not have been fulfilled by the Closing Date or as otherwise provided herein;
- (d) by McMillen, if HBK is in material breach or default of its representations, warranties, covenants or obligations under this Agreement or any other written statement, list, certificate or other instrument furnished to McMillen by or on behalf of HBK pursuant to this Agreement, and such breach or default on the part of HBK shall not have been cured or waived within fifteen (15) calendar days after written notice thereof from McMillen to HBK; or
- (e) by HBK, if McMillen is in material breach or default of his representations, warranties, covenants or obligations under this Agreement or any other written statement, list, certificate or other instrument furnished to HBK by or on behalf of McMillen pursuant to this Agreement, and such breach or default on the part of McMillen shall not have

been cured or waived within fifteen (15) calendar days after written notice thereof from HBK to McMillen.

ARTICLE IX. MISCELLANEOUS

9.1. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without giving effect to any conflict of law provision, and any action brought hereunder shall be brought in the courts of the State of Delaware.

9.2. Amendment. The terms of this Agreement may be modified only by a written agreement signed by the parties hereto.

9.3. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms and conditions of the parties' agreement relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto.

9.4. Assignment; Binding Effect. Neither HBK or McMillen may assign this Agreement without the prior consent of the other parties. This Agreement shall inure to the benefit of and be binding upon each of the successors and permitted assigns of the parties hereto.

9.5. Severability. If any provision or portion of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be equitably construed as if it did not contain the invalid, illegal, or unenforceable provision.

9.6. Waiver. No waiver of any breach of this Agreement shall be effective unless in writing, and no waiver shall constitute a waiver of any subsequent breach.

9.7. Counterparts. This Agreement may be executed in multiple counterparts and by facsimile or electronic transmission, each of which shall be an original but all of which together shall constitute one and the same instrument.

9.8. Further Assurances. From time to time after the Closing Date, upon the reasonable request of McMillen, HBK shall execute and deliver, or cause to be executed and delivered, such further instruments of conveyance, assignment and transfer and take such further action as McMillen may reasonably request in order more effectively to sell, assign, convey, transfer, reduce to possession and record title to the Unit. HBK agrees to cooperate with McMillen in all reasonable respects to assure to McMillen the continued title to and possession of the Unit in the manner contemplated by this Agreement.

9.9. Notices and Communications. All notices and other communications required or permitted hereunder must be made in writing and shall be deemed effectively given (a) upon delivery, when delivered personally against receipt therefore, (b) upon delivery when sent by certified mail, postage prepaid and return receipt requested, (c) upon transmission, when transmitted by telecopier, facsimile, telex or other electronic transmission method, provided that receipt is confirmed and notice is sent by certified mail, postage prepaid and return receipt

requested, or (d) upon delivery, when sent by Federal Express or other nationally recognized overnight delivery service. Any such notice shall be sent to the party to whom notice is intended to be given at its address as shown below:

If to Company: NVT License Holdings, LLC
2101 Cedar Springs Road, Suite 700
Dallas, TX 75201
Attention: Legal
Fax: (214) 758-1207

If to HBK: HBK NV LLC
c/o HBK Services LLC
2101 Cedar Springs Road, Suite 700
Dallas, TX 75201
Attention: Legal
Fax: (214) 758-1207

If to McMillen: C. Thomas McMillen
Secure America Acquisition Corporation
1005 North Glebe Road
Arlington, Virginia 22201
Fax: (703) 528-0956

[Remainder of page left intentionally blank. Signatures follow on next page.]

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

COMPANY:

NVT License Holdings, LLC, a Delaware limited liability company

By: HBK NV LLC, its Class A Member

By: David C. Haley

Name: David C. Haley

Its: manager

HBK:

HBK NV LLC, a Delaware limited liability company

By: David C. Haley

Name: David C. Haley

Its: manager

MCMILLEN:

Name: C. Thomas McMillen

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

COMPANY:

NVT License Holdings, LLC, a Delaware limited liability company

By: HBK NV LLC, its Class A Member

By: _____

Name: _____

Its: _____

HBK:

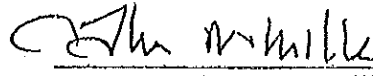
HBK NV LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

MCMILLEN:


Name: C. Thomas McMillen