

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
Maritime Telecommunications Network, Inc.		04/07/2005	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Credit Suisse First Boston, acting through its Cayman Islands branch, as First Lien Administrative Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	bank organized and existing under the laws of Switzerland:		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2426323	MARITIME TELECOMMUNICATIONS NETWORK	
Registration Number:	2407630	THE LEADER IN MARITIME COMMUNICATIONS	
Registration Number:	2137758	SAILORPHONE	
Registration Number:	2244946	MTN	
Registration Number:	2276351	MTN	
Registration Number:	2239837	MTN	
Registration Number:	1941368	OCEAN CASH	
Registration Number:	1937416	OCEAN CHECK	
Registration Number:	1931848	OCEAN CREDIT	
Registration Number:	1941372	OCEAN DATA	
Registration Number:	2706686	OCEANNEWS	
Registration Number:	2021275	OCEAN PHONE	
Registration Number:	2370848	YOUR DIGITAL GATEWAY TO THE WORLD	

OP \$540.00 2426323

900022677

TRADEMARK
REEL: 003062 FRAME: 0128

Registration Number:	2434794	DIGITAL SEAS
Registration Number:	2495512	THE EARTH IS MOSTLY WATER . . . SOMEBODY HAS TO WIRE IT!
Registration Number:	2531206	CRUISE-MAIL
Serial Number:	78523727	MARITIME SATELLITE TELEVISION NETWORK
Serial Number:	78523725	MSTV
Serial Number:	78464416	MTN
Serial Number:	78464450	MTN
Serial Number:	78523733	OCEANPAY

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	04/07/2005

Total Attachments: 6

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FIRST LIEN
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 7, 2005 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Credit Suisse First Boston (“CSFB”), acting through its Cayman Islands branch, as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, MariTel Holdings, Inc., a Delaware corporation, MTN Acquisition Corporation, a Delaware corporation (the “Borrower”), and Maritime Telecommunications Network, Inc. a Colorado corporation, have entered into a First Lien Credit Agreement, dated as of April 7, 2005 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks and other financial institutions and entities from time to time party thereto, CSFB, as administrative agent and collateral agent and CSFB as sole bookrunner and sole lead arranger. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 7, 2005, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income,

royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Copyrights”);

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

MARITIME TELECOMMUNICATIONS
NETWORK, INC.

By: _____

Name: _____

Title: _____

State of New York

County of New York

April 6, 2005

Then personally appeared the above named Ronald Hays, as
Chief Financial officer of MARITIME TELECOMMUNICATIONS NETWORK, INC., and
acknowledged the foregoing instrument to be his/her free act and deed as
Chief Financial officer of MARITIME TELECOMMUNICATIONS NETWORK, INC.,
before me,

DEV J. GANDHI
NOTARY PUBLIC STATE OF NEW YORK
ID NO. 01GA6091022
NEW YORK COUNTY
COMMISSION EXPIRES APRIL 21, 2007

Notary Public _____

My commission expires: 4/21/07

TRADEMARKS

Schedule 4.9(a)
Intellectual Property

Trademarks		
Maritime Telecommunications Network	U.S. Reg'n 2,426,323	Int'l Class 38
The Leader in Maritime Communications	U.S. Reg'n 2,407,630	Int'l Class 38
Sailorphone	U.S. Reg'n 2,137,758	Int'l Class 38
Sailorphone	Norway Reg'n 184.624	Int'l Class 38
MTN (Stylized)	U.S. Reg'n 2,244,946	Int'l Class 9, 37
MTN (Stylized)	U.S. Reg'n 2,276,351	Int'l Class 37
MTN (Stylized)	U.S. Reg'n 2,239,837	Int'l Class 9
Ocean Cash	U.S. Reg'n 1,941,368	Int'l Class 36
Ocean Check	U.S. Reg'n 1,937,416	Int'l Class 36
Ocean Credit	U.S. Reg'n 1,931,848	Int'l Class 36
Ocean Data	U.S. Reg'n 1,941,372	Int'l Class 36
Oceannews	U.S. Reg'n 2,706,686	Int'l Class 38
Ocean Phone	U.S. Reg'n 2,021,275	Int'l Class 38
Your Digital Gateway to the World	U.S. Reg'n 2,370,848	Int'l Class 38
Digital Seas	U.S. Reg'n 2,434,794	Int'l Class 38
The Earth is Mostly Water...Somebody has to wire it!	U.S. Reg'n 2,495,512	Int'l Class 38
Cruise-Mail	U.S. Reg'n 2,531,206	Int'l Class 38
Trademark Applications		
Maritime Satellite Television Network	U.S. Serial No. 78/523,727	Int'l Class 41
MSTV	U.S. Serial No. 78/523,725	Int'l Class 41
MTN	U.S. Serial No. 78/464,416	Int'l Class 41
MTN	U.S. Serial No. 78/464,450	Int'l Class 41
Oceanpay	U.S. Serial No. 78/523,733	Int'l Class 41