

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Syniverse Technologies, Inc.		02/15/2005	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Lehman Commercial Paper Inc.
<b>Street Address:</b>	745 Seventh Avenue, 8th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	2075073	ACCESS
Registration Number:	2276364	ACCESS S&E
Registration Number:	1819278	ACCESSIBILITY
Registration Number:	2234718	ACCESSIBILITY
Registration Number:	1883618	CELLI
Registration Number:	2489718	CLONEDETECTOR
Registration Number:	2238970	ENCRYPT-A-KEY
Registration Number:	2352328	FIRSTSOURCE
Registration Number:	2223874	FIRSTSOURCE
Registration Number:	2247984	FMR
Registration Number:	2201808	FMR PLUS
Registration Number:	1552275	FOLLOW ME ROAMING
Registration Number:	1878897	FOLLOW ME ROAMING PLUS
Registration Number:	2244823	FRAUDFORCE

OP \$940.00 2075073

Registration Number:	2247935	FRAUDCHALLENGER
Registration Number:	2249892	FRAUDINTERCEPTOR
Registration Number:	2136162	FRAUDMANAGER
Registration Number:	1869417	FRAUDMANAGER
Registration Number:	2265789	FRAUDPROTECTION CENTER
Registration Number:	2443182	FRAUDX
Registration Number:	1845911	INLINK
Registration Number:	2411241	INPORT
Registration Number:	2722548	M-CULTIVATE
Registration Number:	2733335	M-INITIATE
Registration Number:	2710121	M-OPERATE
Registration Number:	2257477	PMA PLUS
Registration Number:	2407245	SMARTCHALLENGE
Registration Number:	2240928	SOLUTIONS
Registration Number:	2414272	SOLUTIONS WITHOUT LIMITS
Registration Number:	2207496	S.T.A.R.S. - STREAMLINER TERMINAL ACCESS REPORTING
Registration Number:	1778058	STREAMLINER
Registration Number:	1863896	TRANSACTION MANAGER
Registration Number:	2760010	UNIROAM
Registration Number:	2174202	VISIBILITY
Serial Number:	78367563	
Serial Number:	76568201	SYNIVERSE
Serial Number:	78367203	SYNIVERSE TECHNOLOGIES

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Julie L. Dalke, Esq.  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	05/10/2005

**Total Attachments: 21**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 15, 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 Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Syniverse Holdings, Inc., a Delaware corporation, and Syniverse Technologies, Inc., a Delaware corporation, have entered into a Credit Agreement, dated as of February 15, 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, Lehman Brothers Inc., as lead arranger and book manager, Lehman Commercial Paper Inc., as administrative agent, and LaSalle National Association, as syndication agent. 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 February 15, 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, and all works of authorship and other intellectual property rights therein (including, but not limited to, Business Software, as defined in the Intellectual Property Agreement), 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, 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, (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 other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("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, (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 under any Patent, and (C) any right under any Copyright, (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.

SECTION 2. 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.


SECTION 3. 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.

SECTION 4. 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.

SECTION 5. 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.

SYNIVERSE TECHNOLOGIES, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Raymond L. Lawless

Chief Financial Officer

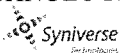

**SCHEDULE 1****1. TRADEMARKS, SERVICE MARKS AND TRADE NAMES**

Country	Trademark	App. No	Reg. No	Nature of Interest
Argentina	CLONE DETECTOR	1930533	1632450	Owned by the Borrower or its predecessors
Argentina	FOLLOW ME ROAMING PLUS	2010664	1617711	Owned by the Borrower or its predecessors
Argentina	VISIBILITY	2010663	1617710	Owned by the Borrower or its predecessors
Aruba	ACCESS	IM-961129.12	18317	Owned by the Borrower or its predecessors
Aruba	ACCESSIBILITY	IM 961129.13	18318	Owned by the Borrower or its predecessors
Aruba	CELL-U-RATOR	IM-961129.14	18319	Owned by the Borrower or its predecessors
Aruba	CUSTOMER POSITIVE FILE	IM-961129.15	18320	Owned by the Borrower or its predecessors
Aruba	FMR PLUS	IM-961,129.16	18.321	Owned by the Borrower or its predecessors
Aruba	FOLLOW ME ROAMING	IM-961129.17	18322	Owned by the Borrower or its predecessors
Aruba	FRAUDMANAGER	IM 961129.18	18323	Owned by the Borrower or its predecessors
Aruba	STATCHECK	IM-961129.19	18324	Owned by the Borrower or its predecessors
Aruba	VISIBILITY	IM-961,129.20	18325	Owned by the Borrower or its predecessors
Australia	ACCESS S&E	701013	A701013	Owned by the Borrower or its predecessors
Austria	ACCESS S&E	AM 70/96	164735	Owned by GTE Telecommunication Services Incorporated
Bahamas	ACCESS	19172	19172	Owned by the Borrower or its predecessors
Bahamas	ACCESSIBILITY	19168	19168	Owned by the Borrower or its predecessors
Bahamas	CELL-U-RATOR	19167	19167	Owned by the Borrower or its predecessors
Bahamas	CUSTOMER POSITIVE FILE	19166	19166	Owned by the Borrower or its predecessors
Bahamas	FMR PLUS	19165	19165	Owned by the Borrower or its predecessors
Bahamas	FOLLOW ME ROAMING PLUS	19164	19164	Owned by the Borrower or its predecessors
Bahamas	FRAUDMANAGER	19169	19169	Owned by the Borrower or its predecessors
Bahamas	STATCHECK	19170	19170	Owned by the Borrower or its predecessors
Bahamas	VISIBILITY	19171	19171	Owned by the Borrower or its predecessors



Country	Trademark	App. No	Reg. No	Nature of Interest
Benelux	ACCESS S&E	862779	589578	Owned by GTE Telecommunication Services Incorporated
Bulgaria	ACCESS S&E	33962	5502	Owned by the Borrower or its predecessors
Canada	ACCESS	837063	TMA512,423	Owned by TSI Telecommunication Services Inc.
Canada	ACCESSIBILITY	0718016	TMA 453293	Owned by TSI Telecommunication Services Inc.
Canada	ACCESSIBILITY	837064	TMA 524487	Owned by TSI Telecommunication Services Inc.
Canada	FMR	837065	TMA 493888	Owned by TSI Telecommunication Services Inc.
Canada	FMR PLUS	837066	TMA 493887	Owned by TSI Telecommunication Services Inc.
Canada	FOLLOW ME ROAMING	813373	TMA 483867	Owned by TSI Telecommunication Services Inc.
Canada	FOLLOW ME ROAMING PLUS	815372	TMA 483866	Owned by TSI Telecommunication Services Inc.
Canada	FRAUD FORCE	836841	485995	Owned by TSI Telecommunication Services Inc.
Canada	FRAUDCHALLENGER	836842	485996	Owned by TSI Telecommunication Services Inc.
Canada	FRAUDINTERCEPTOR	836839	485907	Owned by TSI Telecommunication Services Inc.
Canada	SYNIVERSE TECHNOLOGIES & Design 	120714400		Owned by the Borrower or its predecessors
Canada	STAR Design 	120714500		Owned by the Borrower or its predecessors
Canada	SYNIVERSE	120289400		Owned by the Borrower or its predecessors
Canada	FRAUDMANAGER	836840	485992	Owned by TSI Telecommunication Services Inc.

Country	Trademark	App. No	Reg. No	Nature of Interest
Canada	INLINK	837067	TMA 493886	Owned by TSI Telecommunication Services Inc.
Canada	VISIBILITY	837069	TMA497356	Owned by TSI Telecommunication Services Inc.
China	ACCESS S&E	960034229	1043838	Owned by the Borrower or its predecessors
Colombia	ACCESSIBILITY	96022695	193781	Owned by the Borrower or its predecessors
Colombia	ACCESSIBILITY	96022696	193768	Owned by the Borrower or its predecessors
Colombia	CELL-U-RATOR	96058208	197451	Owned by the Borrower or its predecessors
Colombia	CLONE DETECTOR	96035329	195490	Owned by the Borrower or its predecessors
Colombia	CLONE DETECTOR	96,035325	195482	Owned by the Borrower or its predecessors
Colombia	CUSTOMER POSITIVE FILE	96,058210	197,450	Owned by the Borrower or its predecessors
Colombia	FMR	96,022,701	193,798	Owned by the Borrower or its predecessors
Colombia	FMR PLUS	96/022702	193810	Owned by the Borrower or its predecessors
Colombia	FOLLOW ME ROAMING	96022699		Owned by the Borrower or its predecessors
Colombia	FOLLOW ME ROAMING PLUS	96022700		Owned by the Borrower or its predecessors
Colombia	FRAUDMANAGER	96022698	193812	Owned by the Borrower or its predecessors
Colombia	FRAUDMANAGER	96045227	196150	Owned by the Borrower or its predecessors
Colombia	STATCHECK	96058214	197448	Owned by the Borrower or its predecessors
Colombia	TRANSACTION MANAGER	96/035328	195472	Owned by the Borrower or its predecessors
Colombia	VISIBILITY	96022704	193814	Owned by the Borrower or its predecessors
Colombia	VISIBILITY	96022703	194540	Owned by the Borrower or its predecessors
Czech Republic	ACCESS S&E	107916	195925	Owned by the Borrower or its predecessors
Denmark	ACCESS S&E	VA 00.080 1996	VR 04.438 1996	Owned by GTE Telecommunication Services Incorporated
Dominican Republic	ACCESSIBILITY	320580	88374	Owned by the Borrower or its predecessors
Dominican Republic	CELL-U-RATOR	320578	88375	Owned by the Borrower or its predecessors
Dominican Republic	FMR PLUS	320599	88351	Owned by the Borrower or its predecessors

Country	Trademark	App. No	Reg. No	Nature of Interest
Dominican Republic	FOLLOW ME ROAMING PLUS	320600	88373	Owned by the Borrower or its predecessors
Dominican Republic	FRAUDMANAGER	320598	42577	Owned by the Borrower or its predecessors
Dominican Republic	STATCHECK	42584	88305	Owned by the Borrower or its predecessors
Dominican Republic	VISIBILITY	320579	88372	Owned by the Borrower or its predecessors
Estonia	ACCESS S&E	9600271	23558	Owned by the Borrower or its predecessors
Finland	ACCESS S&E	1014/96	203822	Owned by GTE Telecommunication Services Incorporated
France	ACCESS S&E	96604524	96604524	Owned by GTE Telecommunication Services Incorporated
Germany	ACCESS S&E	39600424.5	39600424	Owned by TSI Telecommunication Services Inc.
Iceland	ACCESS S&E	46/1996	572/1996	Owned by the Borrower or its predecessors
Indonesia	ACCESS S&E	1961857	379993	Owned by the Borrower or its predecessors
International Register	SYNIVERSE TECHNOLOGIES 	n/a	832395	Owned by TSI Telecommunication Services Inc.
International Register	Design Only 	n/a	831434	Owned by TSI Telecommunication Services Inc.
International Register	SYNIVERSE	n/a	829439	Owned by TSI Telecommunication Services Inc.
Italy	ACCESS S&E	MI96C001141	746829	Owned by GTE Telecommunication Services Incorporated
Mexico	ACCESS	272237		Owned by the Borrower or its predecessors
Mexico	ACCESSIBILITY	272236	532018	Owned by the Borrower or its predecessors
Mexico	ACCESSIBILITY	272239	587552	Owned by the Borrower or its predecessors
Mexico	FOLLOW ME ROAMING	248617		Owned by the Borrower or its predecessors
Mexico	FOLLOW ME ROAMING PLUS	248616		Owned by the Borrower or its predecessors
Mexico	FRAUDMANAGER	200496	511300	Owned by the Borrower or its predecessors
Mexico	FRAUDMANAGER	248614	538806	Owned by the Borrower or its predecessors

Country	Trademark	App. No	Reg. No	Nature of Interest
Mexico	INLINK	248619	538069	Owned by the Borrower or its predecessors
Mexico	ROAMER DATA DELIVERY SERVICE	272238	541276	Owned by the Borrower or its predecessors
Mexico	TRANSACTION MANAGER	248618	542109	Owned by the Borrower or its predecessors
Mexico	VISIBILITY	248615	546030	Owned by the Borrower or its predecessors
Morocco	ACCESS S&E	58684	58684	Owned by the Borrower or its predecessors
Peru	ACCESSIBILITY	020035	11606	Owned by the Borrower or its predecessors
Peru	ACCESSIBILITY	028569	10194	Owned by the Borrower or its predecessors
Peru	ACCESSIBILITY	028570	10172	Owned by the Borrower or its predecessors
Peru	ACCESSIBILITY	020030	33038	Owned by the Borrower or its predecessors
Peru	FOLLOW ME ROAMING PLUS	020033	11735	Owned by the Borrower or its predecessors
Peru	FRAUDMANAGER	020036	9697	Owned by the Borrower or its predecessors
Peru	FRAUDMANAGER	020031	33202	Owned by the Borrower or its predecessors
Peru	VISIBILITY	20034	9844	Owned by the Borrower or its predecessors
Puerto Rico	ACCESS	N/A	43221	Owned by GTE Telecommunication Services Incorporated
Puerto Rico	ACCESSIBILITY	41144	41144	Owned by GTE Telecommunication Services Incorporated
Puerto Rico	ACCESSIBILITY	43234	43234	Owned by GTE Telecommunication Services Incorporated
Puerto Rico	CELL-U-RATOR	41145	41145	Owned by GTE Telecommunication Services Incorporated
Puerto Rico	CUSTOMER POSITIVE FILE	41,146	41,146	Owned by GTE Telecommunication Services Incorporated
Puerto Rico	FMR PLUS	41147	41147	Owned by GTE Telecommunication Services Incorporated
Puerto Rico	FOLLOW ME ROAMING PLUS	41148	41148	Owned by GTE Telecommunication Services Incorporated
Puerto Rico	FRAUDMANAGER	42957	42957	Owned by GTE Telecommunication Services Incorporated

Country	Trademark	App. No	Reg. No	Nature of Interest
Puerto Rico	FRAUDMANAGER	43223	43223	Owned by GTE Telecommunication Services Incorporated
Puerto Rico	STATCHECK	43222	43222	Owned by GTE Telecommunication Services Incorporated
Puerto Rico	VISIBILITY	43708	43/708	Owned by GTE Telecommunication Services Incorporated
Puerto Rico	VISIBILITY	43712	43712	Owned by GTE Telecommunication Services Incorporated
Switzerland	ACCESS S&E	00099/1996	438045	Owned by GTE Telecommunication Services Incorporated
Taiwan	ACCESS S&E	85002617	89380	Owned by the Borrower or its predecessors
Tunisia	ACCESS S&E	EE96.0240	EE96.0240	Owned by the Borrower or its predecessors
United States of America	ACCESS	75/021730	2075073	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	ACCESS S&E	75/239942	2276364	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	ACCESSIBILITY	74/255039	1819278	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	ACCESSIBILITY	75/146434	2234718	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	BRIENCE	76/176611	2608990	Owned by TSI Brience, LLC Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2841/0764
United States of America	BRIENCE	76/131070	2608846	Owned by TSI Brience, LLC Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2841/0764

Country	Trademark	App. No	Reg. No	Nature of Interest
United States of America	BRIENCE (design and words)	76/176610	2608989	Owned by TSI Brience, LLC Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2841/0764
United States of America	CELLI	74/491670	1883618	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	CLONE DETECTOR	75/122939	2489718	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	ENCRYPT-A-KEY	75/478249	2238970	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	FIRSTSOURCE	75/354506	2352328	Owned by the Borrower or its predecessors
United States of America	FIRSTSOURCE	75/354507	2223874	Owned by the Borrower or its predecessors
United States of America	FMR	75/122946	2247984	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	FMR PLUS	75/122940	2201808	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	FOLLOW ME ROAMING	74/744899	1552275	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	FOLLOW ME ROAMING PLUS	74/385847	1878897	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	FRAUD FORCE	75/039191	2244823	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390

Country	Trademark	App. No	Reg. No	Nature of Interest
United States of America	FRAUDCHALLENGER	75/039195	2247935	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	FRAUDINTERCEPTOR	75/039192	2249892	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	FRAUDMANAGER	75/021733	2136162	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	FRAUDMANAGER	74/491672	1869417	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	FRAUDPROTECTION CENTER	75/073287	2265789	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	FRAUDX	75/592292	2443182	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	INLINK	74/370149	1845911	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	INPORT	75/592672	2411241	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	M-CULTIVATE	78/034223	2722548	Owned by the Borrower or its predecessors
United States of America	M-INITIATE	78/034225	2733335	Owned by the Borrower or its predecessors
United States of America	M-OPERATE	78/034220	2710121	Owned by the Borrower or its predecessors
United States of America	PMA PLUS	75/122937	2257477	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390

Country	Trademark	App. No	Reg. No	Nature of Interest
United States of America	SMARTCHALLENGE	75/676238	2407245	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	SOLUTIONS	75/021734	2240928	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	SOLUTIONS WITHOUT LIMITS	75/248784	2414272	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	STARS	75/171103	2207496	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	STREAMLINER	74/262377	1778058	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	SYNIVERSE (design)	78/367563		Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0316
United States of America	SYNIVERSE (word mark)	76/568201		Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0316
United States of America	SYNIVERSE TECHNOLOGIES (words and design)	78/367203		Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0316
United States of America	TRANSACTION MANAGER	74/375843	1863896	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
United States of America	UNIROAM	76/369334	2760010	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0316



Country	Trademark	App. No	Reg. No	Nature of Interest
United States of America	VISIBILITY	75/096994	2174202	Owned by the Borrower or its predecessors Security Interest to Lehman Commercial Paper, Inc. Reel/Frame: 2475/0390
Uruguay	CLONE DETECTOR	271563	271563	Owned by the Borrower or its predecessors
Uruguay	CUSTOMER POSITIVE FILE	271,128	271,128	Owned by the Borrower or its predecessors
Uruguay	FRAUDMANAGER	271129	271129	Owned by the Borrower or its predecessors
Uruguay	PVS	271127	271127	Owned by the Borrower or its predecessors
Venezuela	ACCESSIBILITY	87197	5-007,247	Owned by the Borrower or its predecessors
Venezuela	ACCESSIBILITY	87297	P-203336	Owned by the Borrower or its predecessors
Venezuela	CELL-U-RATOR	20117-96	P-202942	Owned by the Borrower or its predecessors
Venezuela	CLONE DETECTOR	2551-95		Owned by the Borrower or its predecessors
Venezuela	CUSTOMER POSITIVE FILE	1996-020120	S-007127	Owned by the Borrower or its predecessors
Venezuela	FMR	1996-006599	S-006100	Owned by the Borrower or its predecessors
Venezuela	FMR PLUS	6600-96	S-006101	Owned by the Borrower or its predecessors
Venezuela	FOLLOW ME ROAMING	6602-96	S-006103	Owned by the Borrower or its predecessors
Venezuela	FOLLOW ME ROAMING PLUS	1996-006588	S-006098	Owned by the Borrower or its predecessors
Venezuela	FRAUDMANAGER	20118-96	P-202943	Owned by the Borrower or its predecessors
Venezuela	FRAUDMANAGER	6601-96	S-006102	Owned by the Borrower or its predecessors
Venezuela	PVS	2549-95		Owned by the Borrower or its predecessors
Venezuela	STATCHECK	20121-96		Owned by the Borrower or its predecessors
Venezuela	STATCHECK	2669-98		Owned by the Borrower or its predecessors
Venezuela	VISIBILITY	658996	S006099	Owned by the Borrower or its predecessors

**TRADEMARK\***

<u>MARK</u>	Miscellaneous Design	SYNIVERSE	SYNIVERSE TECHNOLOGIES & DESIGN	VISWISE	WHATEVER IT TAKES	Stylized or Design Format
<u>COUNTRY</u>	Argentina Brazil Canada Chile	Argentina Brazil Canada Chile	Argentina Brazil Canada Chile			

European Union (CTM)	European Union (CTM)	European Union (CTM)			
Hong Kong	Hong Kong	Hong Kong			
India	India	India			
Indonesia	Indonesia	Indonesia			
Mexico	Mexico	Mexico			
New Zealand	New Zealand	New Zealand			
Philippines	Philippines	Philippines			
Puerto Rico	Puerto Rico	Puerto Rico			
South Africa	South Africa	South Africa			
	South Korea				
Thailand	Thailand	Thailand			
United States	United States	United States	United States	United States	United States
Venezuela	Venezuela	Venezuela			
Vietnam	Vietnam	Vietnam			
	WIPO	WIPO			WIPO

\*Owned by the Borrower or its predecessors

## 2. PATENTS

<u>Country</u>	<u>Patent or Application Number</u>	<u>Title</u>	<u>Nature of Interest</u>
Australia	Appln. 27,728/99	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
Brazil	Appln. PI 9,904,834-5	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
Canada	Patent 1,322,397	System for the Extended Provision of Cellular Mobile Radiotelephone Service	Owned by GTE Telecommunication Services Incorporated
Canada	Appln. 2,287,391	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by GTE Mobilnet Service Corp. and GTE Telecommunication Services Incorporated
China, P.R.	Appln. 99,800,164.3	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
Costa Rica	Appln. 6,123	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its

<u>Country</u>	<u>Patent or Application Number</u>	<u>Title</u>	<u>Nature of Interest</u>
			predecessors
European Patent Convention	Appln. 99,908,247.2	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
France	0009105	System for Converting Data	Owned by the Borrower or its predecessors (acquired from Brience)
Hong Kong	Appln. 00,106,025.6	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
Japan	Appln. 11-542,740	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
New Zealand	500,395	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
Patent Cooperation Treaty	PCT/US01/05 953	International Signaling Gateway	Owned by the Borrower and its predecessors
Patent Cooperation Treaty	Appln. PCT/US99/03524	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
Poland	Appln. P-336,413	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
Singapore	68,415	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
United States	Patent 5,822,410	Churn Amelioration System and Method Therefore	Owned by TSI Telecommunication Services Inc.

<u>Country</u>	<u>Patent or Application Number</u>	<u>Title</u>	<u>Nature of Interest</u>
United States	Patent 6,049,599	Churn Amelioration System and Method Therefore	Owned by TSI Telecommunication Services Inc.
United States	Patent 5,497,412	Enhanced Call Delivery System for Roaming Cellular Subscribers	Owned by TSI Telecommunication Services Inc.
United States	Patent 6,363,431	International Signaling Gateway	Owned by TSI Telecommunication Services Inc.
United States	Patent 4,901,340	System for the Extended Provision of Cellular Mobile Radiotelephone Service	Owned by TSI Telecommunication Services Inc.
United States	Appln. 09/026,903	Method and System for Authorization, Routing and Delivery of Transmissions	Owned by the Borrower or its predecessors and Verizon or its predecessors
United States	Appln. 09/904,170	System for Converting Data	Owned by Brience, Inc.
United States	Appln. 09/965,053	Event Driven Logic-Based Data Transformation	Owned by the Borrower or its predecessors (acquired from Brience)

### 3. COPYRIGHTS

#### A. Registrations and Applications for Registration:

<u>Country</u>	<u>Registration Number</u>	<u>Title</u>	<u>Nature of Interest</u>
United States	TX3538216	ACCESSibility database service: introducing a quick answer for roamer departments tied up with information requests	Owned by TSI Telecommunication Services Inc.
United States	TX3666066	Cell-U-Rator message rating service	Owned by TSI Telecommunication Services Inc.
United States	TX3538215	CloneDetector system: it's alarming what clone fraud can do to customer relations	Owned by TSI Telecommunication Services Inc.
United States	TX5547692	CROSSROADS	Owned by TSI

<u>Country</u>	<u>Registration Number</u>	<u>Title</u>	<u>Nature of Interest</u>
United States	TX3738818	DASH system	Telecommunication Services Inc. Owned by TSI
United States	TX3677714	DataFlash financial system	Telecommunication Services Inc. Owned by TSI
United States	TX3666068	Follow Me Roaming	Telecommunication Services Inc. Owned by TSI
United States	TX3666069	Follow Me Roaming Plus service	Telecommunication Services Inc. Owned by TSI
United States	TX3738817	Follow Me Roaming service	Telecommunication Services Inc. Owned by TSI
United States	TX3538218	FraudManager service: finally a service that does justice to cellular fraud	Telecommunication Services Inc. Owned by TSI
United States	TX3556357	GTE's affordable new customer positive file service hits home with small carriers	Telecommunication Services Inc. Owned by TSI
United States	TX3538210	Guidelines roaming system: roaming is easier with the right guidance	Telecommunication Services Inc. Owned by TSI
United States	TX3666062	Here's why IS-41 is important to you	Telecommunication Services Inc. Owned by TSI
United States	TX3809850	Increasing your cellular phone sales is a matter of time	Telecommunication Services Inc. Owned by TSI
United States	TX3538219	INLink intelligent network smooths out the wrinkles in seamless roaming	Telecommunication Services Inc. Owned by TSI
United States	TX3538211	INLink intelligent network: the seamless environment is changing the fabric of the cellular industry	Telecommunication Services Inc. Owned by TSI
United States	TX3538213	NetAlert real-time analysis system pinpoints multiple problems from a single checkpoint	Telecommunication Services Inc. Owned by TSI
United States	TX3538212	NetAlert system: introducing our most alarming breakthrough ever	Telecommunication Services Inc. Owned by TSI
United States	TX3738819	New STREAMLINER system further increases corporate account management efficiency	Telecommunication Services Inc. Owned by TSI

<u>Country</u>	<u>Registration Number</u>	<u>Title</u>	<u>Nature of Interest</u>
United States	TX3666061	Phone Me Anywhere	Owned by TSI Telecommunication Services Inc.
United States	TX3666063	Phone Me Anywhere Plus service	Owned by TSI Telecommunication Services Inc.
United States	TX3666064	Phone Me Anywhere service	Owned by TSI Telecommunication Services Inc.
United States	TX3538214	Positive Validation Service (PVS): take your first positive step against fraud	Owned by TSI Telecommunication Services Inc.
United States	TX3666067	PowerPack service	Owned by TSI Telecommunication Services Inc.
United States	TX3666065	StatCheck service links ESN check to carriers' activation systems	Owned by TSI Telecommunication Services Inc.
United States	TX3738816	Streamliner	Owned by TSI Telecommunication Services Inc.
United States	TX3809849	The time-tested roamer administration services that put you in control	Owned by TSI Telecommunication Services Inc.
United States	TX3666090	TransAction Manager system	Owned by TSI Telecommunication Services Inc.
United States	TX3538217	TransAction Manager system speeds decision-making with intelligent data handling	Owned by TSI Telecommunication Services Inc.
United States	TX5598345	Event Manager	Owned by TSI Telecommunication Services Inc.
United States	TX5548004	Streamliner Stars	Owned by TSI Telecommunication Services Inc.
United States	TX5548005	Transaction Manager	Owned by TSI Telecommunication Services Inc.
United States	TX5548003	Fraud Interceptor	Owned by TSI Telecommunication Services Inc.
United States	TX5547693	ARMS	Owned by TSI Telecommunication Services Inc.
United States	TX5547691	ACCESSibility	Owned by TSI Telecommunication

<u>Country</u>	<u>Registration Number</u>	<u>Title</u>	<u>Nature of Interest</u>
United States	TX5782263	GlobalRoam	Services Inc. Owned by TSI Telecommunication Services Inc.
United States	TX5782264	Prepaid	Owned by TSI Telecommunication Services Inc.
United States	TX5782265	Visibility Call Processor	Owned by TSI Telecommunication Services Inc.
United States	TX5782266	FraudManager	Owned by TSI Telecommunication Services Inc.
United States	TX5782267	ICE	Owned by TSI Telecommunication Services Inc.
United States	TX5782268	FMR Plus	Owned by TSI Telecommunication Services Inc.
United States	TX5782269	Rev C Call Processor	Owned by TSI Telecommunication Services Inc.
United States	TX5782270	Fraud Interceptor for FraudManager	Owned by TSI Telecommunication Services Inc.
United States	TX5782271	MessageManager	Owned by TSI Telecommunication Services Inc.
United States	TX5782272	StatChek	Owned by TSI Telecommunication Services Inc.
United States	TX6008466	FMR	Owned by the Borrower or its predecessors
United States	TX6008467	ACCESS	Owned by the Borrower or its predecessors
United States	TX6008468	DataNet ANSI-41	Owned by the Borrower or its predecessors
United States	TX6008369	FraudX GUI	Owned by the Borrower or its predecessors
United States	TX6008470	Encrypt A Key: Key Management Center	Owned by the Borrower or its predecessors
United States	TX6008471	DataNet GSM	Owned by the

<u>Country</u>	<u>Registration Number</u>	<u>Title</u>	<u>Nature of Interest</u>
United States	TX6008472	Fleet-On-Track	Borrower or its predecessors Owned by the Borrower or its predecessors
United States	TX6008473	FraudX Server	Borrower or its predecessors Owned by the Borrower or its predecessors
United States	Application	FraudChallenger	
United States	Application	Access S&E	
United States	Application	Roamer XChange	
United States	Application	Visibility Services	
United States	Application	UVS	

#### 4. INTELLECTUAL PROPERTY LICENSES

<u>Software</u>	<u>Provider</u>	<u>Product</u>
Tandem Software	VIT	Messaging Application
Mainframe	ACS	ACCESS and S&E
Oracle	Oracle	All Distributed Systems
LSR Express	NeuStar	LNP Wireline
SAP	SAP	Accounting/Finance
SMG and third party software	Telcordia	LNP Wireline
Agilent	Agilent	Data Broker/Vis Services
Rich Media Software	Mobixell	MMSC
SMPP Conversion	OpenMind	MMS
Direct Connect	Sterling Commerce	Unix Systems/all products
Siebel Software	Siebel	LNP/Access
Veritas	Veritas	Web applications
Sun iPlanet	IPlanet	Web applications
WebLogic	BEA	Vis Svc/LNP/MMS
MQ Series	IBM/Commerce Quest	Unix products
CNAM	Telus	CNAM
Logica	Logica	Alert Notification
Windows 2000	Microsoft	N/A
Office 2000	Microsoft	N/A
Exchange Mail	Microsoft	LSR Port Center
Remedy ARS	Remedy	TSG
Vingette Business Collaboration Software	Vingette	SKR