

RECORD
TR

02-08-2005



102934960

To the Director of the U.S. Patent and Trademark Office

or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Starpower Communications, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State -
☒ Other Delaware Limited Liability Company

Citizenship (see guidelines)

Execution Date(s) December 21, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First-Lien Grant of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Deutsche Bank AG Cayman Islands Branch

Internal

Address:

Street Address: 60 Wall Street

City: New York

State: New York

Country: USA

Zip 10005

- ☐ Association ☐ Citizenship
☐ General Partnership ☐ Citizenship
☐ Limited Partnership ☐ Citizenship
☐ Corporation ☐ Citizenship
☒ Other ☐ Citizenship Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2474734

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Meredith Schorr

Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York

State: New York Zip 10036

Phone Number: (212) 819-8753

Fax Number: (212) 354-8113

Email Address: trademarkdocket@whitecase.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number 23-1705

Authorized User Name Meredith Schorr

9. Signature:

Signature

Date

Meredith Schorr

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

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NEWYORK 4639465 (2K)

TRADEMARK
REEL: 003117 FRAME: 0450

**FIRST-LIEN GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Starpower Communications, LLC, a Delaware Limited Liability Company (the "Grantor") with principal offices at 105 Carnegie Center, Princeton, NJ 08540, hereby grants to Deutsche Bank AG Cayman Islands Branch, as First-Lien Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 21, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the ____ day
of December, 2004.

STARPOWER COMMUNICATIONS, LLC,
Grantor

By: 

Name: Patrick T. Hogan

Title: Manager

STATE OF New York)
COUNTY OF New York) ss.:

On this 21 day of December, 2004, before me personally came Patrick T. Hogan who, being by me duly sworn, did state as follows: that he is a manager of Starpower Communications, LLC, that he is authorized to execute the foregoing Grant on behalf of said limited liability company and that he did so by authority of the members of said limited liability company.

Jessica Sherwood
Notary Public

JESSICA SHERWOOD
NOTARY PUBLIC, State of New York
No. 01SH6096014
Qualified in New York County
Commission Expires July 21, 2007

DEUTSCHE BANK AG CAYMAN ISLANDS
BRANCH, as First-Lien Collateral Agent and
Grantee

By: 

Name: Alexander Richarz

Title: Vice President

By: 

Name:

Title:

Gregory Shefrin
Director

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 21st day of December, 2004, before me personally came _____
Alexander Richarz who, being by me duly sworn, did state as follows: that [s]he is
Vice President of Deutsche Bank AG Cayman Islands Branch, that [s]he is authorized to
execute the foregoing Grant on behalf of said banking corporation and that [s]he did so by
authority of the Board of Directors of said banking corporation.

Adam Greenhouse
Notary Public

ADAM GREENHOUSE
Notary Public, State of New York
No. 01GR6109518
Qualified in New York County
Commission Expires May 10, 2008

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 21st day of December, 2004, before me personally came _____
Gregory Shelton who, being by me duly sworn, did state as follows: that [s]he is
Director of Deutsche Bank AG Cayman Islands Branch, that [s]he is authorized to
execute the foregoing Grant on behalf of said banking corporation and that [s]he did so by
authority of the Board of Directors of said banking corporation.

Adam Greenhouse

Notary Public

ADAM GREENHOUSE
Notary Public, State of New York
No. 01GR6109518
Qualified in New York County
Commission Expires May 10, 2008

MARK

REG. NO.

REG. DATE

STARPOWER	2,474,734	Aug. 7, 2001
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