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

Please record the attached documents 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 Limited Liability - Delaware _____

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 Second-Lien Grant of Security Interest

2. Name and address of receiving party(ies)

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

Name: HSBC Bank USA, National Association

Internal

Address: _____

Street Address: 452 Fifth Avenue

City: New York

State: New York

Country: USA Zip 10018

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other - Citizenship Second-Lien 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)

- ☐ 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:

8

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

02/08/2005 ECOOPER 00000095 2474734

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40.00 OP

SECOND-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 limited liability company (the "Grantor") with principal offices at 105 Carnegie Center, Princeton NJ 08540, hereby grants to HSBC Bank USA, National Association, as Second-Lien Collateral Agent, with principal offices at 452 Fifth Avenue, New York, New York 10018, (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

21st day of December, 2004.

STARPOWER COMMUNICATIONS, LLC,
Grantor

By: 

Name: Patrick T. Hogan

Title: Chief Financial Officer and
Executive Vice President

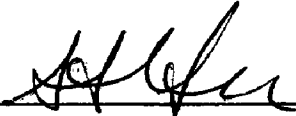
STATE OF New York
COUNTY OF New York ss.:

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.


Notary Public

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

HSBC BANK USA, NATIONAL ASSOCIATION,
as Second-Lien Collateral Agent and Grantee

By: 

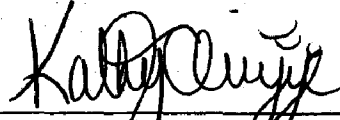
Name:

Title:

STEPHEN FERRERA
VICE PRESIDENT

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

On this 21st day of December, 2004, before me personally came Stephen Ferrera who, being by me duly sworn, did state as follows: that he is Vice President of HSBC Bank USA, National Association, that he is authorized to execute the foregoing Grant on behalf of said national banking association and that he did so by authority of the Board of Directors of said national banking association.



Notary Public

KATHY QUIJJE
NOTARY PUBLIC, State of New York
No. U01QU6069195
Qualified in New York County
Commission Expires Jan. 22, 2008

MARK

REG. NO.

REG. DATE

STARPOWER	2,474,734	Aug. 7, 2001
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