

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
Primus Telecommunications, Inc.		02/18/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper, Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2496092	E-GAUGE
Serial Number:	75687220	IPRIMUS
Registration Number:	2698069	IPRIMUS
Serial Number:	75687218	IPRIMUS
Registration Number:	2731866	ISTERRA
Registration Number:	2809942	ISTERRA
Registration Number:	2809941	ISTERRA
Serial Number:	76113490	PRIMUS
Registration Number:	2194625	PRIMUS
Registration Number:	2694591	PRIMUS
Registration Number:	2679710	PRIMUS
Registration Number:	2694590	PRIMUS MORE THAN JUST TALK

CORRESPONDENCE DATA

OP \$315.00 2496092

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2254
Email: ksolomon@stblaw.com
Correspondent Name: Robyn Rahbar, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	07/07/2005

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of February 18, 2005 is made by PRIMUS TELECOMMUNICATIONS, INC., a Delaware corporation (the "Obligor"), in favor of LEHMAN COMMERCIAL PAPER, INC., a New York corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Term Loan Agreement, dated as of February 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED, a Delaware corporation (the "Parent"), PRIMUS TELECOMMUNICATIONS HOLDING, INC., a Delaware corporation (the "Borrower"), the Lenders, the Administrative Agent, LEHMAN BROTHERS INC., as advisor, sole lead arranger and sole bookrunner (in such capacity, the "Arranger") and LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Term Loan Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Term Loan Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of February 18, 2005, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Term Loan Agreement, Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the Term Loan Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Security Interest. Obligor confirms that pursuant to the Guarantee and Collateral Agreement, the Obligor has assigned and transferred to the Administrative Agent, and has granted to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or hereafter acquired by such Obligor or in which such Obligor now has or at anytime in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due of such Obligor's Obligations..

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Term Loan Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PRIMUS TELECOMMUNICATIONS, INC.

By: WTS
Name: WALTER STONE
Title: Senior Vice President, GC, & Secretary

LEHMAN COMMERCIAL PAPER, INC.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

STATE OF Virginia)
COUNTY OF Fairfax)^{ss}

On the 18th day of February, 2005, before me personally came Walter Stone, who is personally known to me to be the Senior VP, GC & Sec of Primus Telecommunications, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the senior VP, GC, & Sec in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Marteen P. Velez

Notary Public

Commission Expires: April 30, 2006

(PLACE STAMP AND SEAL ABOVE)

SECTION 2. Security Interest. Obligor confirms that pursuant to the Guarantee and Collateral Agreement, the Obligor has assigned and transferred to the Administrative Agent, and has granted to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or hereafter acquired by such Obligor or in which such Obligor now has or at anytime in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due of such Obligor's Obligations..

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Term Loan Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PRIMUS TELECOMMUNICATIONS, INC.

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER, INC.
as Administrative Agent for the Lenders

By:  _____
Name: Frank P. Turner
Title: Vice President

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

On the 18th day of February, 2005, before me personally came Frank P. Turner, who is personally known to me to be the Vice President of Lehman Commercial Paper, Inc., a New York corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

NELVADIA HATCHER
Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 2007

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
E-GAUGE	2,496,092
IPRIMUS	75/687,220
IPRIMUS	2,698,069
IPRIMUS	75/687,218
ISTERRA	2,731,866
ISTERRA	2,809,942
ISTERRA	2,809,941
PRIMUS	76/113,490
PRIMUS	2,194,625
PRIMUS (& Design)	2,694,591
PRIMUS (& Design)	2,679,710
PRIMUS MORE THAN JUST TALK	2,694,590