# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| 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 |

OP $315.00 2496092

CORRESPONDENCE DATA

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 )
) ss
COUNTY OF Fairfax )

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.

Maureen P. Veletais
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..

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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.

Nelvadia Hatcher
Notary Public

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

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

| Trademark | Registration or Serial Number |
|---|---|
| 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 |