



Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/06)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

05-22-2006



103242139

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documents or the new address(es) below.

5/17/06

To the Director of the U. S. Patent :

1. Name of conveying party(ies):

Martime Telecommunications Network, Inc.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 05-11-2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name
- Second Lien Intellectual Property Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Credit Suisse, Cayman Islands Branch, as Collatera

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: Eleven Madison Ave.

City: New York

State: NY

Country: USA Zip: 10010

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Colorado
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

78523725

B. Trademark Registration No.(s)

2426323 (more attached)

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: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 West Fifth Street Suite 4000

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213-485-1234

Fax Number: 213-891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00

- 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 \_\_\_\_\_

Authorized User Name \_\_\_\_\_

00000031 78523725

44.00 DP  
425.00 DP

9. Signature:

*Deborah Taylor*  
Signature

5-11-2006

Date

Deborah Taylor

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

05/19/2006 MTRNA  
01 10:05:21  
02 10:05:22

## TRADEMARKS

## REGISTERED INTELLECTUAL PROPERTY RIGHTS

Maritime Telecommunications Network	U.S. Reg'n 2,426,323	Int'l Class 38
Digital Seas	U.S. Reg'n 2,434,794	Int'l Class 38
Cruise-Mail	U.S. Reg'n 2,531,206	Int'l Class 38
Maritime Satellite Television Network	U.S. Reg'n 3,030,902	Int'l Class 38
MTN Logo Stylized	U.S. Reg'n 2,998,213	Int'l Class 9
MTN Logo Stylized	U.S. Reg'n 3,005,864	Int'l Class 37
OceanCash	U.S. Reg'n 1,941,368	Int'l Class 36
OceanCredit	U.S. Reg'n 1,931,848	Int'l Class 36
OceanNews	U.S. Reg'n 2,706,686	Int'l Class 38
OceanPay	U.S. Reg'n 3,057,435	Int'l Class 38
OceanPhone	U.S. Reg'n 2,021,275	Int'l Class 38
Sailorphone	U.S. Reg'n 2,137,758	Int'l Class 38
Sailorphone	Norway Reg'n 184.624	Int'l Class 38
The Earth is Mostly Water... Somebody has to wire it!	U.S. Reg'n 2,495,512	Int'l Class 38
The Leader in Maritime Communications	U.S. Reg'n 2,407,630	Int'l Class 38
Your Digital Gateway to the World	U.S. Reg'n 2,370,848	Int'l Class 38
Maritime Telecommunications Network	U.S. Reg'n 2,426,323	Int'l Class 38
MTN (Stylized)	U.S. Reg'n 2,244,946	Int'l Class 9, 37

## APPLICATIONS FOR INTELLECTUAL PROPERTY REGISTRATIONS

MSTV (filed on 12/3/2004)	U.S. Serial No. 78/523,725	Int'l Class 38
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SECOND LIEN  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 11, 2006 (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 Credit Suisse ("CS"), Cayman Islands Branch, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement referred to below).

WHEREAS, MariTel Holdings, Inc., a Delaware corporation, MTN Acquisition Corporation, a Delaware corporation and Maritime Telecommunications Network, Inc., a Colorado corporation (the "Borrower"), have entered into a Second Lien Credit Agreement, dated as of May 11, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "Second Lien Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, CS, as administrative agent and collateral agent, Credit Suisse Securities (USA) LLC, as sole bookrunner and sole lead arranger and CIT Lending Services Corporation, as documentation agent. Capitalized terms used and not defined herein have the meanings given such terms in the Second Lien 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 Second Lien Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of May 11, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Second Lien 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 Collateral 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 Collateral 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, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, 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, mask works and mask work 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, (iv) 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 (collectively, the "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, including, without limitation, any of the foregoing 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 (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 to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (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.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of May 11, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Maritime Holdings, Inc., MTN Acquisition Corporation, Maritime Telecommunication Network, Inc., Credit Suisse ("CS"), as First Lien Collateral Agent and CS, as Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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 Second Lien Guarantee and Collateral Agreement and the Second Lien 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 Second Lien Guarantee and Collateral Agreement and the

Second Lien 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 Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement or the Second Lien 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.

MARITIME TELECOMMUNICATIONS NETWORK, INC.

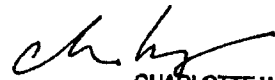
By:   
Name: Ronald Hays  
Title: Chief Financial Officer

State of New York  
County of New York

May 10<sup>th</sup>, 2006

Then personally appeared the above named Ronald Hays, as Chief Financial Officer of MARITIME TELECOMMUNICATIONS NETWORK, INC., and acknowledged the foregoing instrument to be his or her free act and deed as \_\_\_\_\_ of MARITIME TELECOMMUNICATIONS NETWORK, INC., before me,

Notary Public



CHARLOTTE WONG  
Notary Public, State of New York  
No. 01WO6132780

My commission expires: Qualified in New York County  
Commission Expires Aug. 19, 2009

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MTN Logo Stylized	U.S. Reg'n 2,998,213	Int'l Class 9
MTN Logo Stylized	U.S. Reg'n 3,005,864	Int'l Class 37
OceanCash	U.S. Reg'n 1,941,368	Int'l Class 36
OceanCredit	U.S. Reg'n 1,931,848	Int'l Class 36
OceanNews	U.S. Reg'n 2,706,686	Int'l Class 38
OceanPay	U.S. Reg'n 3,057,435	Int'l Class 38
OceanPhone	U.S. Reg'n 2,021,275	Int'l Class 38
Sailorphone	U.S. Reg'n 2,137,758	Int'l Class 38
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Your Digital Gateway to the World	U.S. Reg'n 2,370,848	Int'l Class 38
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