

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARRIVAL COMMUNICATIONS, INC.		02/23/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Collateral Agent to the Second Lien Intellectual Property Security Agreement Supplement No. 1		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2483555	ARRIVAL COMMUNICATIONS	
Registration Number:	2520958	ARRIVAL	
Registration Number:	2521823	ARRIVAL COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	oleh.hereliuk@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	379245		

CH \$90.00 2483555

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TRADEMARK
REEL: 003489 FRAME: 0142

NAME OF SUBMITTER:	LaKeeshia Saunders
Signature:	/LS/
Date:	02/27/2007
<p>Total Attachments: 6</p> <p>source=379245#page1.tif</p> <p>source=379245#page2.tif</p> <p>source=379245#page3.tif</p> <p>source=379245#page4.tif</p> <p>source=379245#page5.tif</p> <p>source=379245#page6.tif</p>	

**SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT NO. 1**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "***Second Lien IP Security Agreement Supplement***") dated as of February 23, 2007, is made by the Person listed on the signature page hereof (the "***Grantor***") in favor of Credit Suisse ("***CS***"), as collateral agent (together with any successor collateral agent appointed pursuant to Article VII, the "***Collateral Agent***") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, U.S. TelePacific Corp., a California corporation, has entered into a Second Lien Credit Agreement dated as of August 4, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Second Lien Credit Agreement***"), with CS, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Second Lien Credit Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.

WHEREAS, pursuant to the Second Lien Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Second Lien Security Agreement dated as of August 4, 2006 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Second Lien Security Agreement***") and that certain Second Lien Intellectual Property Security Agreement dated as of August 4, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Second Lien Intellectual Property Security Agreement***").

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this Second Lien IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees 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 all of such Grantor's right, title and interest in and to the following (the "***Intellectual Property Collateral***"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "***Patents***");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "***Trademarks***");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this Second Lien IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this Second Lien IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This Second Lien IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This Second Lien IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

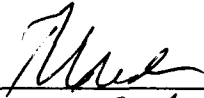
SECTION 6. Intercreditor Agreement Governs. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 4, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “*INTERCREDITOR AGREEMENT*”), AMONG THE BORROWER, PARENT, THE SUBSIDIARIES OF PARENT PARTY THERETO, CREDIT SUISSE AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN), AND CREDIT SUISSE AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR

REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES
HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR
AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN
THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT,
THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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IN WITNESS WHEREOF, the Grantor has caused this Second Lien IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARRIVAL COMMUNICATIONS,
INC,

By: 
Name: Tim Medin
Title: CEO

**Schedules to the
Second Lien IP Security Agreement Supplement No. 1**

1. Schedule A -- Patents

None

2. Schedule B -- Trademarks

Grantor	Title	Registration Number
Arrival Communications, Inc.	Arrival Communications	2483555
Arrival Communications, Inc.	Arrival	2520958
Arrival Communications, Inc.	Arrival Communications & Design	2521823

3. Schedule C -- Copyrights

None

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