

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LEHMAN COMMERCIAL PAPER, INC.		05/04/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Registration Number:	1552275	FOLLOW ME ROAMING
Registration Number:	1819278	ACCESSIBILITY
Registration Number:	1778058	STREAMLINER
Registration Number:	1845911	INLINK
Registration Number:	1863896	TRANSACTION MANAGER
Registration Number:	1878897	FOLLOW ME ROAMING PLUS
Registration Number:	1883618	CELLI
Registration Number:	1869417	FRAUDMANAGER
Registration Number:	2075073	ACCESS
Registration Number:	2136162	FRAUDMANAGER
Registration Number:	2240928	SOLUTIONS
Registration Number:	2244823	FRAUDFORCE
Registration Number:	2249892	FRAUDINTERCEPTOR

OP \$1015.00 1552275

Registration Number:	2247935	FRAUDCHALLENGER
Registration Number:	2265789	FRAUDPROTECTION CENTER
Registration Number:	2174202	VISIBILITY
Registration Number:	2257477	PMA PLUS
Registration Number:	2489718	CLONEDETECTOR
Registration Number:	2201808	FMR PLUS
Registration Number:	2247984	FMR
Registration Number:	2234718	ACCESSIBILITY
Registration Number:	2207496	S.T.A.R.S. - STREAMLINER TERMINAL ACCESS REPORTING
Registration Number:	2276364	ACCESS S&E
Registration Number:	2414272	SOLUTIONS WITHOUT LIMITS
Registration Number:	2352328	FIRSTSOURCE
Registration Number:	2223874	FIRSTSOURCE
Registration Number:	2238970	ENCRYPT-A-KEY
Registration Number:	2443182	FRAUDX
Registration Number:	2411241	INPORT
Registration Number:	2407245	SMARTCHALLENGE
Registration Number:	2760010	UNIROAM
Registration Number:	3109723	SYNIVERSE
Registration Number:	2710121	M-OPERATE
Registration Number:	2722548	M-CULTIVATE
Registration Number:	2733335	M-INITIATE
Registration Number:	3174828	SYNIVERSE TECHNOLOGIES
Registration Number:	3469266	
Registration Number:	2608846	BRIENCE
Registration Number:	2608989	BRIENCE
Registration Number:	2608990	BRIENCE

**CORRESPONDENCE DATA**

Fax Number: (704)805-5069  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 704-343-2042  
Email: jhunter@mcguirewoods.com  
Correspondent Name: Jayne Conway Hunter  
Address Line 1: 201 NORTH TRYON STREET  
Address Line 2: BOX 26  
Address Line 4: Charlotte, NORTH CAROLINA 28202

**TRADEMARK**

**REEL: 003983 FRAME: 0559**

ATTORNEY DOCKET NUMBER:	4452178.0066
NAME OF SUBMITTER:	Jayne Conway Hunter
Signature:	/Jayne Conway Hunter/
Date:	05/07/2009
Total Attachments: 8 source=IP Assumption of SI for Syniverse#page1.tif source=IP Assumption of SI for Syniverse#page2.tif source=IP Assumption of SI for Syniverse#page3.tif source=IP Assumption of SI for Syniverse#page4.tif source=IP Assumption of SI for Syniverse#page5.tif source=IP Assumption of SI for Syniverse#page6.tif source=IP Assumption of SI for Syniverse#page7.tif source=IP Assumption of SI for Syniverse#page8.tif	

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

Reference is made to (i) the Amended and Restated Credit Agreement, dated as of August 9, 2007 (the "Credit Agreement"), by and among Syniverse Technologies, Inc. ("Borrower"), the guarantors party thereto ("Guarantors"), the lenders party thereto from time to time, Lehman Commercial Paper, Inc., as administrative agent (in such capacity, the "Administrative Agent"), (ii) the Guarantee and Collateral Agreement (the "Security Agreement"), dated as of February 15, 2005, entered into by and among Borrower, the Guarantors, as pledgors, assignors and debtors, and the Administrative Agent, (iii) the Intellectual Property Security Agreement, dated as of February 15, 2005, entered into by Borrower, in favor of the Administrative Agent (the "Borrower IP Security Agreement"), and (iv) the Intellectual Property Security Agreement, dated as of February 15, 2005, entered into by Syniverse Brence, LLC, in favor of the Administrative Agent (the "Syniverse Brence IP Security Agreement") and, together with the Borrower IP Security Agreement, the "Intellectual Property Security Agreements").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement, the Intellectual Property Security Agreements or the Assignment (defined below), as applicable.

WHEREAS, pursuant to the Borrower IP Security Agreement, which was recorded with the U.S. Patent and Trademark Office on May 10, 2006 at Reel/Frame No. 3080/0949, Borrower granted the Administrative Agent a security interest in and to all of its right, title and interest in and to the Trademarks listed on Schedule I(A), and the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and any and all proceeds of the foregoing;

WHEREAS, pursuant to the Borrower IP Security Agreement which was recorded with the U.S. Patent and Trademark Office on May 10, 2006 at Reel/Frame No. 0155991/0303, Borrower granted the Administrative Agent a security interest in and to all of its right, title and interest in and to the Patents listed on Schedule I(B), and any and all proceeds of the foregoing;

WHEREAS, pursuant to the Syniverse Brence IP Security Agreement which was recorded with the U.S. Patent and Trademark Office on May 10, 2006 at Reel/Frame No. 3080/0938, Syniverse Brence granted the Administrative Agent a security interest in and to all of its right, title and interest in and to the Trademarks listed on Schedule II(A), and the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and any and all proceeds of the foregoing;

WHEREAS, pursuant to the Syniverse Brence IP Security Agreement which was recorded with the U.S. Patent and Trademark Office on May 10, 2006 at Reel/Frame No. 0155994/0735, Syniverse Brence granted the Administrative Agent a security interest in and to all of its right, title and interest in and to the Patents listed on Schedule II(B), and any and all proceeds of the foregoing;

WHEREAS, on May 4, 2009, the Administrative Agent (in such capacity, the "Resigning Agent") delivered a notice of resignation to the Lenders and the Borrower providing notice of its resignation as Administrative Agent pursuant to and in accordance with Section 9.9 of the Credit Agreement, and in connection therewith, the Lenders appointed Bank of America N.A. as successor Administrative Agent (in such capacity, the "Successor Agent") pursuant to the Assignment and Amendment Agreement, dated as of May 4, 2009 (the "Assignment").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Resigning Agent and the Successor Agent hereby agree as follows:

The Resigning Agent hereby irrevocably assigns to the Successor Agent without recourse, representation or warranty, and the Successor Agent hereby assumes from the Resigning Agent, the interest in and to the Resigning Agent's rights and obligations under the Intellectual Property Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption Agreement shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption Agreement, it will be delivered to the Successor Agent for recording by the Successor Agent pursuant to the Security Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office.

From and after the Effective Date, (a) the Successor Agent shall be a party to the Intellectual Property Security Agreements and shall have the rights and obligations of the Administrative Agent thereunder and under the other Loan Documents and shall be bound by the provisions thereof, and (b) the Resigning Agent shall relinquish its rights and be released from its obligations under the Intellectual Property Security Agreements.

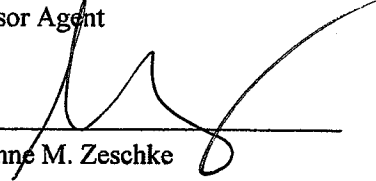
The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent State Official to record this Assignment against the Trademarks and Patents identified on Schedules I and II attached hereto

This Assignment and Assumption Agreement and the rights and obligations of the parties under this agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

BANK OF AMERICA, N.A.,  
as Successor Agent

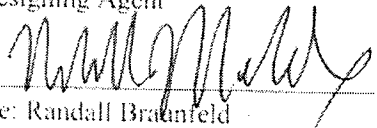
By:  \_\_\_\_\_

Name: Anne M. Zeschke

Title: Vice President

Accepted:

**LEHMAN COMMERCIAL PAPER, INC.**  
as Resigning Agent

By:   
Name: Randall Braunfeld  
Title: Authorized Signatory

**SYNIVERSE TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name:  
Date:

**SYNIVERSE BRIENCE, LLC**

By: \_\_\_\_\_  
Name:  
Date:

Accepted:

LEHMAN COMMERCIAL PAPER, INC.  
as Resigning Agent

By: \_\_\_\_\_

Name:

Title:

SYNIVERSE TECHNOLOGIES, INC.

By: David W. Hrbek

Name:

Date:

SYNIVERSE BRIENCE, LLC

By: [Signature]

Name:

Date:




**SCHEDULE I**  
to  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**SYNIVERSE TECHNOLOGIES, INC.**

**Schedule I(A) - Reel/Frame: 3080/0949**

**TRADEMARK AND SERVICE MARK APPLICATIONS & REGISTRATIONS**

Trademark	Reg. No.	Reg. Date
FOLLOW ME ROAMING	1552275	08/15/1989
ACCESSIBILITY	1819278	02/01/1994
STREAMLINER	1778058	06/22/1993
INLINK	1845911	07/19/1994
TRANSACTION MANAGER	1863896	11/22/1994
FOLLOW ME ROAMING PLUS	1878897	02/14/1995
CELLI	1883618	03/14/1995
FRAUDMANAGER	1869417	12/27/1994
ACCESS	2075073	07/01/1997
FRAUDMANAGER	2136162	02/10/1998
SOLUTIONS	2240928	04/20/1999
FRAUDFORCE	2244823	05/11/1999
FRAUDINTERCEPTOR	2249892	06/01/1999
FRAUDCHALLENGER	2247935	05/25/1999
FRAUDPROTECTION CENTER	2265789	07/27/1999
VISIBILITY	2174202	07/21/1998
PMA PLUS	2257477	06/29/1999
CLONEDETECTOR	2489718	09/18/2001
FMR PLUS	2201808	11/03/1998
FMR	2247984	05/25/1999
ACCESSIBILITY	2234718	03/23/1999
S.T.A.R.S. - STREAMLINER TERMINAL ACCESS	2207496	12/01/1998
ACCESS S&E	2276364	09/07/1999
SOLUTIONS WITHOUT LIMITS	2414272	12/19/2000
FIRSTSOURCE	2352328	05/23/2000
FIRSTSOURCE	2223874	02/16/1999
ENCRYPT-A-KEY	2238970	04/13/1999
FRAUDX	2443182	04/10/2001
INPORT	2411241	12/05/2000
SMARTCHALLENGE	2407245	11/21/2000
UNIROAM	2760010	09/02/2003
SYNIVERSE	3109723	06/27/2006
M-OPERATE	2710121	04/22/2003
M-CULTIVATE	2722548	06/03/2003
M-INITIATE	2733335	07/01/2003

SYNIVERSE TECHNOLOGIES	3174828	11/21/2006
	3469266	07/15/2008

PATENTS AND PATENT APPLICATIONS

**Schedule I(B) - Reel/Frame: 015991/0303**

Title	Patent No.	Issue Date
System for the extended provision of cellular mobile radiotelephone service	4901340	02/13/1990
Enhanced call delivery system for roaming cellular subscribers	5497412	03/05/1996
Churn amelioration system and method therefor	5822410	10/13/1998
Method and system for authorization, routing, and delivery of transmissions	6963555	11/08/2005
Churn amelioration system and method therefor	6049599	04/11/2000
International signaling gateway	6363431	03/26/2002

**SCHEDULE II**  
**to**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**SYNIVERSE BRIENCE, LLC**

Schedule II(A) - Reel/Frame: 3080/0938

**TRADEMARK AND SERVICE MARK APPLICATIONS & REGISTRATIONS**

Trademark	Reg. No.	Reg. Date
BRIENCE	2608846	08/20/2002
BRIENCE	2608989	08/20/2002
BRIENCE	2608990	08/20/2002

**PATENTS AND PATENT APPLICATIONS**

Schedule II(B) - Reel/Frame: 015994/0735

Title	Patent No. (App. No.)	Issue Date (Filing Date)
Converting data having any of a plurality of markup formats and a tree structure	(09904170)	(07/11/2001)
Event-driven and logic-based data transformation	6968329	11/22/2005