

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maritime Telecommunications Network, Inc.		03/04/2011	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Jefferies Finance, LLC, as Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1931848	OCEAN CREDIT
Registration Number:	1937416	OCEAN CHECK
Registration Number:	1941368	OCEANCASH
Registration Number:	2021275	OCEANPHONE
Registration Number:	2137758	SAILORPHONE
Registration Number:	2370848	YOUR DIGITAL GATEWAY TO THE WORLD
Registration Number:	2407630	THE LEADER IN MARITIME COMMUNICATIONS
Registration Number:	2426323	MARITIME TELECOMMUNICATIONS NETWORK
Registration Number:	2434794	DIGITAL SEAS
Registration Number:	2495512	THE EARTH IS MOSTLY WATER . . . SOMEBODY HAS TO WIRE IT
Registration Number:	2531206	CRUISE-MAIL
Registration Number:	2706686	OCEANNEWS
Registration Number:	2998213	MTN

OP \$415.00 1931848

Registration Number:	3005864	MTN
Registration Number:	3030902	MARITIME SATELLITE TELEVISION NETWORK
Registration Number:	3077941	MSTV

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8144
Email: eileen.sullivan@bingham.com
Correspondent Name: Eileen Sullivan
Address Line 1: Bingham McCutchen LLP
Address Line 2: One Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	1931848
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	03/04/2011

Total Attachments: 6
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Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of March 4, 2011, by Maritime Telecommunications Network, Inc. (the "Trademark Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent (the "Collateral Agent") pursuant to the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Trademark Pledgor, MTN Acquisition Corporation, a Delaware corporation ("Parent"), MariTel Holdings, Inc., a Delaware corporation ("Holdings"), and the other guarantors from time to time party thereto (together with Holdings and Parent, the "Guarantors"; the Trademark Pledgor, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), are parties to that certain Security Agreement, dated as of March 4, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement;" capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), made by the Pledgors in favor of the Collateral Agent; and

WHEREAS, pursuant to the terms of the Security Agreement, the Trademark Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to continue to make Credit Extensions under the Credit Agreement (as defined in the Security Agreement), the Trademark Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Trademark Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Trademark Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Trademark Pledgor listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Trademark Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement

is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 10.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Trademark Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES, OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH SHALL APPLY HERETO.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Trademark Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

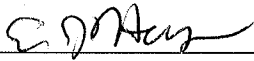
MARITIME TELECOMMUNICATIONS NETWORK,
INC.

By: Jeanne Prayther
Name: Jeanne Prayther
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: 

Name: **E.J. Hess**
Title: **Managing Director**

[Signature Page to Trademarks Security Agreement]

TRADEMARK
REEL: 004491 FRAME: 0612

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Maritime Telecommunications Network, Inc.	1931848	OCEAN CREDIT
Maritime Telecommunications Network, Inc.	1937416	OCEAN CHECK
Maritime Telecommunications Network, Inc.	1941368	OCEANCASH
Maritime Telecommunications Network, Inc.	2021275	OCEANPHONE
Maritime Telecommunications Network, Inc.	2137758	SAILORPHONE
Maritime Telecommunications Network, Inc.	2370848	YOUR DIGITAL GATEWAY TO THE WORLD
Maritime Telecommunications Network, Inc.	2407630	THE LEADER IN MARITIME COMMUNICATIONS
Maritime Telecommunications Network, Inc.	2426323	MARITIME TELECOMMUNICATIONS NETWORK
Maritime Telecommunications Network, Inc.	2434794	DIGITAL SEAS
Maritime Telecommunications Network, Inc.	2495512	THE EARTH IS MOSTLY WATER ... SOMEBODY HAS TO WIRE IT
Maritime Telecommunications Network, Inc.	2531206	CRUISE-MAIL
Maritime Telecommunications Network, Inc.	2706686	OCEANNEWS
Maritime Telecommunications Network, Inc.	2998213	MTN AND DESIGN
Maritime Telecommunications Network, Inc.	3005864	MTN AND DESIGN
Maritime Telecommunications Network, Inc.	3030902	MARITIME SATELLITE TELEVISION NETWORK
Maritime Telecommunications Network, Inc.	3077941	MSTV
Maritime Telecommunications Network, Inc.	184.624	SAILORPHONE (NORWAY)

Trademark Applications: None.

Licenses: None.

Websites:

CREWZLIVE.BIZ

CREWZLIVE.COM

CREWZLIVE.INFO

CREWZLIVE.NET

CREWZLIVE.ORG

CREWZMAIL.COM

CREWZMAIL.NET

CREWZTV.COM

CREWZTV.NET

MTNGOV.COM

MTNGS.COM

MTNGS.NET

MYCREWCAFE.COM

OCEANPHONESHOP.COM

OCEANPHONESHOP.NET

OCEANPHONEVOIP.COM

THECREWCAFE.COM

WEHAVEFACESTOO.COM

WEHAVEFACESTOO.ORG

MTNSAT.NET

MTNSAT.COM

CRUISEMAIL.NET

CELLULARATSEA.COM

CELLULARATSEA.NET

DIGITALSEAS.COM

OCEANPAYCARD.COM

WIRELESSATSEA.COM

WIRELESSATSEA.NET