

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
SKYPE LIMITED		03/01/2011	LIMITED COMPANY: IRELAND
SKYPE IRELAND TECHNOLOGIES HOLDINGS LIMITED		03/01/2011	LIMITED COMPANY: IRELAND

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3781516	SKYPEFIND
Registration Number:	3833091	SKYPE CERTIFIED
Serial Number:	77934449	SKYPE MOBILE
Serial Number:	77934445	SKYPE MOBILE
Serial Number:	85051532	SKYPE MANAGER
Serial Number:	85070119	SKYPE TO GO
Serial Number:	77812590	QIK

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511
 Email: ipresearchplus@comcast.net

900186745

**TRADEMARK
 REEL: 004500 FRAME: 0183**

OP \$190.00 3781516

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36720
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/16/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT dated as of March 1, 2011 (this "Agreement"), among Skype Limited, Skype Ireland Technologies Holdings Limited (together with Skype Limited, the "Grantors") and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of November 19, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Springboard Finance, L.L.C. (the "Borrower"), Skype Global S.à.r.l. (formerly known as Springboard Group S.à.r.l.), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Non-U.S. Loan Party Intellectual Property Security Agreement dated as of November 25, 2009 (as amended, supplemented or otherwise modified from time to time, the "Non-U.S. Loan Party IP Security Agreement"), among Skype Limited, the other Grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Non-U.S. Loan Party IP Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Non-U.S. Loan Party IP Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Non-U.S. Loan Party IP Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Non-U.S. Loan Party IP Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Non-U.S. Loan Party IP Security Agreement, the terms and provisions of which are hereby incorporated herein by


reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Non-U.S. Loan Party IP Security Agreement, the terms of the Non-U.S. Loan Party IP Security Agreement shall govern.

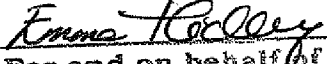
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GIVEN under the common seal of
SKYPE LIMITED
in the presence of:-


Director


For and on behalf of
Director/Company Secretary
Company Secretary

Witness's signature:
Name:
Address:
Occupation:


SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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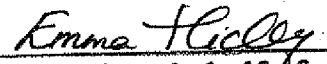
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GIVEN under the common seal of
SKYPE IRELAND TECHNOLOGIES
HOLDINGS LIMITED
in the presence of:-



Director



For and on behalf of
~~Director of Skype Ireland~~
Company Secretary

Witness's signature:
Name:
Address:
Occupation:

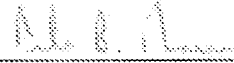
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by



Name: Peter B. Thauer
Title: Executive Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 004500 FRAME: 0189

Schedule I

SKYPE LIMITED TRADEMARKS AND TRADEMARK REGISTRATIONS

Grantor	Country	Title	Official No.	Reg. Date
Skype Limited	United States	SkypeFind	3781516	27/04/2010
Skype Limited	United States	SKYPE MOBILE	77934449	-
Skype Limited	United States	Skype mobile (& Design)	77934445	-
Skype Limited	United States	SKYPE MANAGER	85051532	-
Skype Limited	United States	SKYPE TO GO	85070119	-
Skype Limited	United States	Skype Certified (& Design)	3833091	10/8/2010
Skype Ireland Technologies Holdings Limited	United States	QIK	77/812,590	-