

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teleguam Holdings, LLC		06/09/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	525 Washington Boulevard		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310		
Entity Type:	S.A. / joint-stock-companies: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3120769	SPYDER	
Registration Number:	3178652	MPULSE	
Registration Number:	3178651	MPULSE	
Registration Number:	3123408	SPYDER	
Registration Number:	3120330	GTA	
Registration Number:	3114352	GTA	
CORRESPONDENCE DATA			
Fax Number:	(650)213-8158		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6502130300		
Email:	cishihara@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		

OP \$165.00 3120769

900194053

**TRADEMARK
 REEL: 004557 FRAME: 0698**

ATTORNEY DOCKET NUMBER:	1105776-0157
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	06/09/2011
Total Attachments: 7 source=TeleGuam - Executed 6-11 First-Lien Trademark Agreement - 3#page1.tif source=TeleGuam - Executed 6-11 First-Lien Trademark Agreement - 3#page2.tif source=TeleGuam - Executed 6-11 First-Lien Trademark Agreement - 3#page3.tif source=TeleGuam - Executed 6-11 First-Lien Trademark Agreement - 3#page4.tif source=TeleGuam - Executed 6-11 First-Lien Trademark Agreement - 3#page5.tif source=TeleGuam - Executed 6-11 First-Lien Trademark Agreement - 3#page6.tif source=TeleGuam - Executed 6-11 First-Lien Trademark Agreement - 3#page7.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TeleGuam Holdings, LLC, a Delaware limited liability company (the “**Grantor**”) with principal offices at 624 North Marine Corps Drive, Tamuning, Guam 96913, hereby grants to BNP Paribas, as Collateral Agent, with principal offices at c/o BNP Paribas RCC Inc., 525 Washington Boulevard, Jersey City, NJ 07310, (the “**Grantee**”), a continuing first-lien security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “**Marks**”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the First-Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 9, 2011 (as amended, modified, restated and/or supplemented from time to time, the “**Security Agreement**”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the first-lien security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all

terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
____ day of _____, 2011.

TELEGUAM HOLDINGS, LLC, Grantor

By John Brady
Name: John Brady
Title: Vice President of Finance,
Assistant Treasurer and
Assistant Secretary


BNP PARIBAS,
as Collateral Agent and Grantee

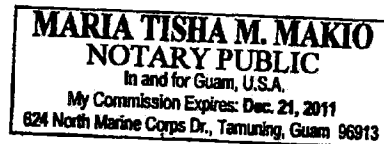
By _____
Name:
Title:

By _____
Name:
Title:

STATE OF Guam)
COUNTY OF Tamuning) ss.:

On this 7th day of May, 2011, before me personally came John Brady who, being by me duly sworn, did state as follows: that he is Vice President of Finance, Assistant Treasurer and Assistant Secretary of TeleGuam Holdings, LLC, that he is authorized to execute the foregoing Grant on behalf of said TeleGuam Holdings, LLC and that he did so by authority of the _____ of said TeleGuam Holdings, LLC.


Notary Public



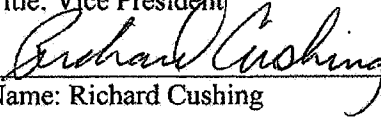
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
____ day of _____, 2011.

BNP PARIBAS,
as Collateral Agent and Grantee

By 

Name: Guillaume Saban

Title: Vice President

By 

Name: Richard Cushing

Title: Managing Director

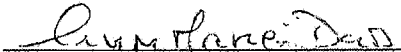
First-Lien Grant of Security Interests – Trademarks

NEWYORK 8157241 (2K)

TRADEMARK
REEL: 004557 FRAME: 0704

STATE OF New York)
COUNTY OF New York) ss:

On this 3 day of June, 2011, before me personally came Guillaume Saban and Richard Cushing who, being by me duly sworn, did state as follows: that they are Vice President and Managing Director, respectively, of BNP Paribas, that they are authorized to execute the foregoing Grant on behalf of said BNP Paribas and that they did so by authority of the Board of Directors of said BNP Paribas.


Notary Public

ANNE MARIE DASS
Notary Public, State of New York
No. 01DA6098859
Qualified in Queens County
Commission Expires Sept. 15, 2011

SCHEDULE A

Mark	Registration No.	Reg. Date
SPYDER (plus design)	3120769	Registered July 25, 2006
MPULSE (plus design)	3178652	Registered November 28, 2006
MPULSE	3178651	Registered November 28, 2006
SPYDER	3123408	Registered August 1, 2006
GTA (plus design)	3120330	Registered July 25, 2006
GTA	3114352	Registered July 11, 2006