

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED		07/07/2011	CORPORATION: DELAWARE
PRIMUS TELECOMMUNICATIONS IHC, INC.		07/07/2011	CORPORATION: DELAWARE
PRIMUS TELECOMMUNICATIONS, INC.		07/07/2011	CORPORATION: DELAWARE
ARBINET CORPORATION		07/07/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	100 Wall Street
Internal Address:	Suite 1600
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2524319	ARBINET
Registration Number:	3297169	BROAD STREET DIGITAL
Registration Number:	3429668	BROAD STREET DIGITAL
Registration Number:	3004961	ENDLESS TALK
Registration Number:	3342159	GLOBETALK
Registration Number:	3218984	LINGO
Registration Number:	3218986	LINGO
Registration Number:	3525312	LINGO UNWIRED
Registration Number:	3802557	LINGO WORLD MAX

900196464

TRADEMARK
 REEL: 004577 FRAME: 0283

CH \$465.00 2524319

Registration Number:	2194625	PRIMUS
Registration Number:	2679710	PRIMUS
Registration Number:	2694591	PRIMUS
Registration Number:	3401267	TALK 365
Registration Number:	2048650	TELEGROUP
Serial Number:	85117662	LINGO GO TALK
Serial Number:	85163631	PTG
Serial Number:	85172714	PTGI
Serial Number:	85173203	PTGI

CORRESPONDENCE DATA

Fax Number: (312)527-0484
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 840-7860
Email: CHGOIP@jenner.com
Correspondent Name: Mariann R. Murphy
Address Line 1: 353 N. Clark Street
Address Line 2: Jenner & Block LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	50396-10009
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	07/07/2011

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of July 7, 2011 is made by PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED, a Delaware corporation, PRIMUS TELECOMMUNICATIONS IHC, INC., a Delaware corporation, PRIMUS TELECOMMUNICATIONS, INC., a Delaware corporation, each located at 7901 Jones Branch Drive, Suite 900, McLean, Virginia 22102 and ARBINET CORPORATION, a Delaware corporation, located at 460 Herndon Parkway, Suite 150, Herndon, Virginia 20170 (collectively, the "Obligors"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Collateral Trustee (in such capacity and together with any successor, the "Collateral Trustee"), located at 100 Wall Street, Suite 1600, New York, NY 10005, for the benefit of the holders (the "Holders") from time to time of the 10% Senior Secured Notes due 2017 (the "Notes") issued by Primus Telecommunications Holding, Inc. (the "Company") pursuant to the Indenture, dated as of July 7, 2011 by and among the Company, the guarantors party thereto, U.S. Bank National Association, as trustee (in such capacity and together with any successor, the "Trustee") and the Collateral Trustee (as amended, supplemented or otherwise modified from time to time, the "Indenture") and each of the other Secured Parties.

WITNESSETH

WHEREAS, pursuant to the Indenture, the Company has issued to the Holders the Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Obligor has executed and delivered a Collateral Agreement, dated as of July 7, 2011, in favor of the Collateral Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, each of the Obligors pledged and granted to the Collateral Trustee for the benefit of the Collateral Trustee and the Holders a continuing security interest in all Intellectual Property of such Obligor, including (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A hereto, and (ii) the right to obtain all renewals thereof (the "Trademarks"); and

WHEREAS, each Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to accept the Exchange Offer pursuant to the Indenture, each Obligor agrees, for the benefit of the Collateral Trustee and the Holders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

SECTION 2. Security Interest. Each Obligor confirms that pursuant to the Collateral Agreement and hereby such Obligor has assigned and transferred to the Collateral Trustee, and has granted to the Collateral Trustee, and hereby assigns and transfers to the Collateral Trustee, and grants to the Collateral Trustee, in each case, for the ratable benefit of the Secured Parties, a security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Obligor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Trustee for the benefit of the Holders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Collateral Trustee for the benefit of the Holders) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Indenture and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflicts of law principles thereof.

SECTION 6. Collateral Trust Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by such Collateral Trustee hereunder are subject to the provisions of the Collateral Agreement or any Collateral Trust Agreement in connection therewith, then in effect, and the transactions contemplated thereunder. In the event of any conflict between the terms of any Collateral Trust Agreement then in effect and this Agreement, the terms of such Collateral Trust Agreement will govern.

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PRIMUS TELECOMMUNICATIONS GROUP,
INCORPORATED, as an Obligor

By: 
Name: James C. Keeley
Title: Corporate Controller and Treasurer

PRIMUS TELECOMMUNICATIONS IHC, INC.
PRIMUS TELECOMMUNICATIONS, INC.
ARBINET CORPORATION, as Obligors

By: 
Name: James C. Keeley
Title: Vice President and Corporate Controller

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Trustee for the Holders

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PRIMUS TELECOMMUNICATIONS GROUP,
INCORPORATED, as an Obligor

By: _____

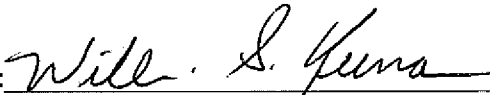
Name: James C. Keeley
Title: Corporate Controller and Treasurer

PRIMUS TELECOMMUNICATIONS IHC, INC.
PRIMUS TELECOMMUNICATIONS, INC.
ARBINET CORPORATION, as Obligors

By: _____

Name: James C. Keeley
Title: Vice President and Corporate Controller

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Trustee for the Holders

By:  _____

Name: WILLIAM G. KEENAN
Title: VICE PRESIDENT

SCHEDULE A
(Trademarks)

Registered:

Owner	Mark	Reg. No.	Reg. Date
Arbinet Corporation (fka Arbinet-thexchange, Inc.)	ARBINET	2,524,319	01/01/2002
Arbinet Corporation (fka Arbinet-thexchange, Inc.)	BROAD STREET DIGITAL	3,297,169	09/25/2007
Arbinet Corporation (fka Arbinet-thexchange, Inc.)	BROAD STREET DIGITAL & Design	3,429,668	05/20/2008
Primus Telecommunications IHC, Inc.	ENDLESS TALK	3,004,961	10/04/2005
Primus Telecommunications IHC, Inc.	GLOBE TALK	3,342,159	11/20/2007
Primus Telecommunications IHC, Inc.	LINGO	3,218,984	03/13/2007
Primus Telecommunications IHC, Inc.	LINGO & Design	3,218,986	03/13/2007
Primus Telecommunications IHC, Inc.	LINGO UNWIRED	3,525,312	10/28/2008
Primus Telecommunications IHC, Inc.	Lingo World Max	3,802,557	06/15/2010
Primus Telecommunications IHC, Inc.	PRIMUS	2,194,625	10/13/1998
Primus Telecommunications IHC, Inc.	PRIMUS & Design	2,679,710	01/28/2003
Primus Telecommunications IHC, Inc.	PRIMUS & Design	2,694,591	03/11/2003
Primus Telecommunications IHC, Inc.	TALK 365	3,401,267	03/25/2008
Primus Telecommunications Group, Incorporated	TELEGROUP	2,048,650	04/01/1997

Pending:

Owner	Mark	Appl. No.	Filing Date
Primus Telecommunications IHC, Inc.	Lingo go talk & Design	85/117,662	08/27/2010
Primus Telecommunications IHC, Inc.	PTG	85/163,631	10/28/2010
Primus Telecommunications IHC, Inc.	PTGi	85/172,714	11/09/2010
Primus Telecommunications IHC, Inc.	PTGi & Design	85/173,203	11/10/2010