

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--------------------------------------------------------------------------------------|------------------------------------------------|-----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Masergy Communications, Inc. | | 08/11/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation, as Agent | | |
| Street Address: | 201 Merritt Seven | | |
| City: | Norwalk | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06851 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85157526 | | |
| Serial Number: | 78039856 | | |
| Serial Number: | 77696056 | ETHERNET NATION | |
| Serial Number: | 78283707 | MASERGY | |
| Serial Number: | 85157522 | MASERGY | |
| Serial Number: | 78039854 | MASERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)572-5135 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | (404) 572-3458 | | |
| Email: | slake@kslaw.com | | |
| Correspondent Name: | Susan Lake, Paralegal | | |
| Address Line 1: | 1180 Peachtree Street | | |
| Address Line 2: | King & Spalding | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |

CH \$165.00 85157526

900199953

TRADEMARK
 REEL: 004606 FRAME: 0649

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 09636-015073 |
| NAME OF SUBMITTER: | Susan Lake |
| Signature: | /Susan Lake/ |
| Date: | 08/17/2011 |
| <p>Total Attachments: 5 source=Trademark Security Agmt#page1.tif source=Trademark Security Agmt#page2.tif source=Trademark Security Agmt#page3.tif source=Trademark Security Agmt#page4.tif source=Trademark Security Agmt#page5.tif</p> | |

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2011, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of August 11, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

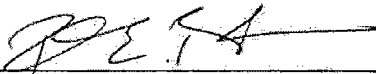
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MASERGY COMMUNICATIONS, INC.
as Grantor

By: 

Name: Robert Bodnar

Title: Chief Financial Officer, Executive Vice
President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title:

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

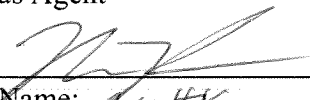
Very truly yours,

MASERGY COMMUNICATIONS, INC.
as Grantor

By: _____
Name:
Title:


ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: *Matt Kane*
Title: *VP Risk*

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

| Debtor/Grantor | Mark | Country | Status | Serial No./ Filing Date | Reg. No./ Reg. Date |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------|---------------|------------------------------------|--------------------------------|
| Masergy Communications, Inc. | Design Only  | US | Pending | 85/157526 20-OCT-2010 | |
| Masergy Communications, Inc. | Design Only  | US | Registered | 78/039856 19-DEC-2000 | 2735576 08-JUL-2003 |
| Masergy Communications, Inc. | ETHERNET NATION | US | Registered | 77/696056 20-MAR-2009 | 3721354 08-DEC-200 |
| Masergy Communications, Inc. | MASERGY  MASERGY | US | Registered | 78/283707 06-AUG-2003 | 3019631 29-NOV-2005 |
| Masergy Communications, Inc. | MASERGY & Design  MASERGY | US | Pending | 85/157522 20-OCT-2010 | |
| Masergy Communications, Inc. | MASERGY | US | Registered | 78/039854 19-DEC-2000 | 2735575 08-JUL-2003 |
| Masergy Communications, Inc. | Design Only  | US | Pending | 85/157526 20-OCT-2010 | |
| Masergy Communications, Inc. | Design Only  | US | Registered | 78/039856 19-DEC-2000 | 2735576 08-JUL-2003 |