

TO:WHITE & CASE LLP / CHRISTINA ISHIHARA COMPANY:3000 EL CAMINO REAL, BLDG 5,

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/09/2011
 900194054

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: FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3120769	SPYDER	
Registration Number:	3178852	MPULSE	
Registration Number:	3178851	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

TO:WHITE & CASE LLP / CHRISTINA ISHIHARA COMPANY:3000 EL CAMINO REAL, BLDG 5,

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 Second-Lien Trademark Agreement - 4#page1.tif source=TeleGuam - Executed 6-11 Second-Lien Trademark Agreement - 4#page2.tif source=TeleGuam - Executed 6-11 Second-Lien Trademark Agreement - 4#page3.tif source=TeleGuam - Executed 6-11 Second-Lien Trademark Agreement - 4#page4.tif source=TeleGuam - Executed 6-11 Second-Lien Trademark Agreement - 4#page5.tif source=TeleGuam - Executed 6-11 Second-Lien Trademark Agreement - 4#page6.tif source=TeleGuam - Executed 6-11 Second-Lien Trademark Agreement - 4#page7.tif	

TO: WHITE & CASE LLP / CHRISTINA ISHIHARA COMPANY: 3000 EL CAMINO REAL, BLDG 5,

EXECUTION VERSION

**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 Second-Lien Collateral Agent, with principal offices at c/o BNP Paribas RCC Inc., 525 Washington Boulevard, Jersey City, NJ 07310. (the "Grantee"), a continuing second-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 Second-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 second-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

TO: WHITE & CASE LLP / CHRISTINA ISHIHARA COMPANY: 3000 EL CAMINO REAL, BLDG 5,

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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.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Grantee hereby and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of June 9, 2011 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"), among AP Teleguam Holdings, Inc., a Delaware corporation, AP Teleguam Merger Sub, LLC, a Delaware limited liability company, the Grantor, GTA Services, LLC, a Delaware limited liability company, GTA Telecom, LLC, a Delaware limited liability company, Pulse Mobile LLC, a Delaware limited liability company, Pacific Reach Media Services, LLC, a Delaware limited liability company, and Pacific Reach Broadband Services, LLC, a Delaware limited liability company, the other Grantors from time to time party thereto, BNP Paribas, in its capacity as the initial First-Lien Collateral Agent thereunder, and BNP Paribas, in its capacity as the initial Second-Lien Collateral Agent thereunder. In the event of any conflict between the terms of the Intercreditor Agreement and this Grant of Security Interests in United States Trademarks, the terms of the Intercreditor Agreement shall govern and control.

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

TO: WHITE & CASE LLP / CHRISTINA ISHIHARA COMPANY: 3000 EL CAMINO REAL, BLDG 5,

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:

NEW YORK ADT 2011 (20)

Second-Lien Grant of Security Interests - Trademarks

TO:WHITE & CASE LLP / CHRISTINA ISHIHARA COMPANY:3000 EL CAMINO REAL, BLDG 5,

STATE OF Guam
COUNTY OF TAMUNING ss:

On this 27th 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.

Handwritten signature of Maria Tisha M. Makio

MARIA TISHA M. MAKIO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Dec. 21, 2011
624 North Marine Corps Dr., Tamuning, Guam 96913

TO: WHITE & CASE LLP / CHRISTINA ISHIHARA COMPANY: 3000 EL CAMINO REAL, BLDG 5,

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

TO: WHITE & CASE LLP / CHRISTINA ISHIHARA COMPANY: 3000 EL CAMINO REAL, BLDG 5,

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.

Ann Marie Doss
Notary Public

ANNIE MARIE DOSS
Notary Public, State of New York
No. 01124809882
Qualified in Queens County
Commission Expires Sept. 15, 2011

Second-Lien Grant of Security Interests - Trademarks

NEW YORK 119251 (20)

TO: WHITE & CASE LLP / CHRISTINA ISHIHARA COMPANY: 3000 EL CAMINO REAL, BLDG 5,

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