

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baja Broadband, LLC		12/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	D.E. Shaw Direct Capital Portfolios, L.L.C., as Second Lien Agent		
Street Address:	10000 Memorial Drive, Suite 500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3644043	BAJA BROADBAND	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8328		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	026897-116 JES		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		

OP \$40.00 3644043

Date:

12/22/2011

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of D. E. Shaw Direct Capital Portfolios, L.L.C. ("DE Shaw"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Second Lien Credit Agreement, dated as of December 20, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrowers, Holdings, the other Credit Parties, the Lenders from time to time party thereto and the Second Lien Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to an Omnibus Reaffirmation Agreement of even date herewith in favor of the Second Lien Agent (the "Reaffirmation Agreement"), to reaffirm their guarantee of the Obligations (as defined in the Second Lien Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to that certain Security Agreement by and among the Borrowers, the other Credit Parties party thereto and Second Lien Agent dated as of August 21, 2006, as amended, restated, supplemented or otherwise modified prior to the date hereof ("Security Agreement"), which is reaffirmed by the Reaffirmation Agreement and pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 Second Lien Agent for the benefit of the Lenders, and grants to the Second Lien Agent for the benefit of the Lenders 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 and all Intellectual Property providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties and proceeds 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each 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 and Intellectual Property subject to a security interest hereunder.

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,

BAJA BROADBAND, LLC
as Grantor

By: 

Name: PETER KNEULIN

Title: CHIEF EXECUTIVE OFFICER

(Signature Page to Second Lien Trademark Security Agreement)

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
County of Mecklenberg)

ss.

On this 14th day of December 2011 before me personally appeared Peter Kehelw, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Baja Broadband, LLC who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kevin P. Collins

Notary Public

my Commission expires 2/10/2013

[Acknowledgement of Grantor for Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

D. E. SHAW DIRECT CAPITAL PORTFOLIOS, L.L.C.
as Second Lien Agent

By: Robert T. Ladd
Name:
Title: Robert T. Ladd
Authorized Signatory

(Signature Page to Second Lien Trademark Security Agreement)

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Record Owner	Date Filed or Issued	Serial Number	Status
Baja Broadband	Baja Broadband, LLC	Filed 6/23/2009	3644043	Registered

2. TRADEMARK APPLICATIONS

None.