

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
Syniverse Technologies, LLC		04/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank plc		
Street Address:	745 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3323928	R.O.A.R.	
Registration Number:	3109723	SYNIVERSE	
Registration Number:	3174828	SYNIVERSE TECHNOLOGIES	
Registration Number:	3469266		
Registration Number:	3228440	WHATEVER IT TAKES	
Registration Number:	3099103	VISWISE	
Registration Number:	3712679	SIMPLIFYING COMPLEXITY, DELIVERING POSSIBILITIES	
Registration Number:	2207496	S.T.A.R.S. - STREAMLINER TERMINAL ACCESS REPORTING	
Registration Number:	2234718	ACCESSIBILITY	
Registration Number:	1819278	ACCESSIBILITY	
Registration Number:	2760010	UNIROAM	
Registration Number:	2443182	FRAUDX	
Registration Number:	1778058	STREAMLINER	
Registration Number:	2411241	INPORT	

TRADEMARK

Registration Number:	2075073	ACCESS
Registration Number:	2276364	ACCESS S&E
Registration Number:	2201808	FMR PLUS
Registration Number:	2174202	VISIBILITY
Registration Number:	2240928	SOLUTIONS
Registration Number:	2136162	FRAUDMANAGER
Registration Number:	1869417	FRAUDMANAGER
Registration Number:	1878897	FOLLOW ME ROAMING PLUS
Registration Number:	1863896	TRANSACTION MANAGER
Registration Number:	1845911	INLINK
Registration Number:	3792045	SYNIVERSE NEXT
Registration Number:	3780123	SYNIVERSE NEXT
Registration Number:	3893648	WE MAKE MOBILE WORK
Registration Number:	4015310	LATALINK
Registration Number:	4042025	SYNIVERSE PRIME
Registration Number:	4042028	SYNIVERSE MORE
Registration Number:	4042027	SYNIVERSE PRIME
Registration Number:	4042031	SYNIVERSE MORE
Serial Number:	85271953	LET'S TALK EVOLUTION
Serial Number:	85369279	SYNERGY

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th floor

Address Line 2: (039269-0254)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(039269-0254)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	04/24/2012

Total Attachments: 5
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TRADEMARK
REEL: 004763 FRAME: 0249

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY
INTEREST IN TRADEMARKS

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of April 23, 2012, is made by SYNIVERSE TECHNOLOGIES, LLC, a Delaware limited liability company (the "Grantor"), in favor of BARCLAYS BANK PLC, as administrative agent (in such capacity, together with any successor administrative agent, the "Agent") for the Secured Parties (as defined in the Credit Agreement, dated as of April 23, 2012 (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), among SYNIVERSE HOLDINGS, INC. (the "Borrower"), BUCCANEER HOLDINGS, INC., CREDIT SUISSE SECURITIES (USA) LLC, DEUTSCHE BANK SECURITIES INC., the Agent and the Lenders).

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make the Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered a Security Agreement, dated as of April 23, 2012, in favor of the Agent (as it may be amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property Collateral, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor 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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of the Secured Parties, 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 Credit Agreement or the Security Agreement, as the case may be.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in such Grantor's right, title and interest in and to all of the following (the "Trademark Collateral"), whether now owned or

hereafter acquired by such Grantor and whether now or hereafter existing or arising, as collateral security for the payment of all Obligations of such Grantor.

(i) all Trademarks, including, without limitation, those items listed on Schedule I hereto;

(ii) any claims for damages and injunctive relief for past, present and future infringement, dilution, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. 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.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SYNIVERSE TECHNOLOGIES, LLC



By: Laura E. Binion


Name: Laura E. Binion

Title: Senior Vice President, General Counsel and Secretary

SCHEDULE I

Trademarks

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Syniverse Technologies, LLC	R.O.A.R.	78/707357 06-SEP-2005	3323928 30-OCT-2007
Syniverse Technologies, LLC	SYNIVERSE	76/568201 05-JAN-2004	3109723 27-JUN-2006
Syniverse Technologies, LLC		78/367203 12-FEB-2004	3174828 21-NOV-2006
Syniverse Technologies, LLC		78/367563 13-FEB-2004	3469266 15-JUL-2008
Syniverse Technologies, LLC	WHATEVER IT TAKES	78/384123 15-MAR-2004	3228440 10-APR-2007
Syniverse Technologies, LLC	VISWISE	78/430754 07-JUN-2004	3099103 30-MAY-2006
Syniverse Technologies, LLC	SIMPLIFYING COMPLEXITY, DELIVERING POSSIBILITIES	77/378210 23-JAN-2008	3712679 17-NOV-2009
Syniverse Technologies, LLC	S.T.A.R.S. – STREAMLINER TERMINAL ACCESS REPORTING	75/171103 24-SEP-1996	2207496 01-DEC-1998
Syniverse Technologies, LLC	ACCESSIBILITY	75/146434 07-AUG-1996	2234718 23-MAR-1999
Syniverse Technologies, LLC	ACCESSIBILITY	74/255039 13-MAR-1992	1819278 01-FEB-1994
Syniverse Technologies, LLC	UNIROAM	76/369334 08-FEB-2002	2760010 02-SEP-2003
Syniverse Technologies, LLC	FRAUDX	75/592292 19-NOV-1998	2443182 10-APR-2001
Syniverse Technologies, LLC	STREAMLINER	74/262377 03-APR-1992	1778058 22-JUN-1993
Syniverse Technologies, LLC	INPORT	75/592672 19-NOV-1998	2411241 05-DEC-2000
Syniverse Technologies, LLC	ACCESS	75/021730 16-NOV-1995	2075073 01-JUL-1997
Syniverse Technologies, LLC	ACCESS S&E	75/239942 11-FEB-1997	2276364 07-SEP-1999
Syniverse Technologies, LLC	FMR PLUS	75/122940 20-JUN-1996	2201808 03-NOV-1998
Syniverse Technologies, LLC	VISIBILITY	75/096994 23-APR-1996	2174202 21-JUL-1998
Syniverse Technologies, LLC	SOLUTIONS	75/021734 16-NOV-1995	2240928 20-APR-1999
Syniverse Technologies, LLC	FRAUDMANAGER	75/021733 16-NOV-1995	2136162 10-FEB-1998
Syniverse Technologies, LLC	FRAUDMANAGER	74/491672 16-FEB-1994	1869417 27-DEC-1994

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Syniverse Technologies, LLC	FOLLOW ME ROAMING PLUS	74/385847 03-MAY-1993	1878897 14-FEB-1995
Syniverse Technologies, LLC	TRANSACTION MANAGER	74/375843 05-APR-1993	1863896 22-NOV-1994
Syniverse Technologies, LLC	INLINK	74/370149 22-MAR-1993	1845911 19-JUL-1994
Syniverse Technologies, LLC	SYNIVERSE NEXT	77/687811 10-MAR-2009	3792045 25-MAY-2010
Syniverse Technologies, LLC	 next	77/687547 10-MAR-2009	3780123 27-APR-2010
Syniverse Technologies, LLC	WE MAKE MOBILE WORK	85/030941 05-MAY-2010	3893648 21-DEC-2010
Syniverse Technologies, LLC	LATALINK	85201989 20-DEC-2010	4015310 23-AUG-2011
Syniverse Technologies, LLC	LTE Let's Talk Evolution	85271938 21-MAR-2011	
Syniverse Technologies, LLC	Let's Talk Evolution	85271953 21-MAR-2011	
Syniverse Technologies, LLC	Syniverse PRIME	85275693 24-MAR-2011	4042025 18-OCT-2011
Syniverse Technologies, LLC	Syniverse MORE	85275811 24-MAR-2011	4042028 18-OCT-2011
Syniverse Technologies, LLC	Syniverse PRIME and Mark	85275732 24-MAR-2011	4042027 18-OCT-2011
Syniverse Technologies, LLC	Syniverse MORE and Mark	85275879 24-MAR-2011	4042031 18-OCT-2011
Syniverse Technologies, LLC	SYNERGY	85369279 12-JUL-2011	