

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
Global Telecom & Technology, Inc.		05/23/2012	CORPORATION: DELAWARE
Global Telecom & Technology Americas, Inc.		05/23/2012	CORPORATION: VIRGINIA
Packetexchange (USA), Inc.		05/23/2012	CORPORATION: DELAWARE
Packetexchange, Inc.		05/23/2012	CORPORATION: DELAWARE
WBS Connect LLC		05/23/2012	LIMITED LIABILITY COMPANY: COLORADO
Nlayer Communications, Inc.		05/23/2012	CORPORATION: ILLINOIS
GTT Global Telecom Government Services, LLC		05/23/2012	CORPORATION: DELAWARE
Tek Channel Consulting, LLC		05/23/2012	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2964558	GLOBAL INTERNETWORKING
Registration Number:	2903299	NLAYER COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 3026365454
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$65.00 2964558

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	238072
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/12/2012

Total Attachments: 7
source=6-12-12 Global Telecom-TM#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Global Telecom & Technology, Inc. (DE corporation)
Global Telecom & Technology Americas, Inc. (VA corporation)
Packetexchange (USA), Inc. (DE corporation)
Packetexchange, Inc. (DE corporation)

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank

Internal Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA Zip: 95054

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship CA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 23, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Schedule A attached hereto

B. Trademark Registration No.(s)
See Schedule A attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

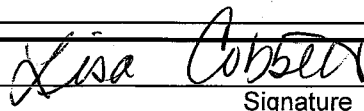
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

June 12, 2012

Date

Lisa A. Cobbett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Additional Conveying Parties

WBS CONNECT LLC (CO limited liability company)

NLAYER COMMUNICAITONIS, INC. (IL corporation)

GTT GLOBAL TELECOM GOVERNMENT SERVICES, LLC (DE corporation)

TEK CHANNEL CONSULTION, LLC (CO limited liability company)

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of May 23, 2012, is entered into by and among **GLOBAL TELECOM & TECHNOLOGY, INC.**, a Delaware corporation ("*GTTT*"), **GLOBAL TELECOM & TECHNOLOGY AMERICAS, INC.**, a Virginia corporation ("*GTTA*"), **PACKETEXCHANGE (USA), INC.**, a Delaware corporation ("*PEUSA*"), **PACKETEXCHANGE, INC.**, a Delaware corporation ("*PEINC*"), **WBS CONNECT LLC**, a Colorado limited liability company ("*WBS*"), **NLAYER COMMUNICATIONS, INC.**, an Illinois corporation ("*NLAYER*"), **GTT GLOBAL TELECOM GOVERNMENT SERVICES, LLC** ("*GTT Government Services*") and **TEK CHANNEL CONSULTING, LLC** ("*TEK*") (*GTTT*, *GTTA*, *PEUSA*, *PEINC*, *WBS*, *NLAYER*, *GTT Government Services* and *TEK* are hereinafter referred to, individually, as a "*Grantor*", and collectively, as the "*Grantors*") and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of May 23, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of May 23, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), between, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet 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 (other than intent-to-use

applications), 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 federally registered trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: Christopher Leary

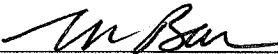
Title: VP

Address of Assignee:


Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Chris Leary
Facsimile No.: (617) 527-0177
E-Mail: cleary@svb.com

GRANTORS:


GLOBAL TELECOM & TECHNOLOGY, INC.

By 
Name: Michael R. Bauer
Title: Vice President & Controller

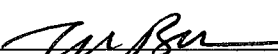
GLOBAL TELECOM & TECHNOLOGY AMERICAS, INC.

By 
Name: Michael R. Bauer
Title: Vice President & Controller


PACKETEXCHANGE, INC.

By 
Name: Michael R. Bauer
Title: Vice President & Controller

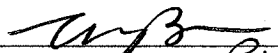
WBS CONNECT LLC

By 
Name: Michael R. Bauer
Title: Vice President & Controller


PACKETEXCHANGE (USA), INC.

By 
Name: Michael R. Bauer
Title: Vice President & Controller

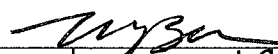
nLAYER COMMUNICATIONS, INC.

By 
Name: Michael R. Bauer
Title: Vice President & Controller

TEK CHANNEL CONSULTING, LLC

By 
Name: Michael R. Bauer
Title: Vice President & Controller

GTT GLOBAL TELECOM GOVERNMENT SERVICES, LLC

By 
Name: Michael R. Bauer
Title: Vice President & Controller

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Registrant	Trademark	Registration No.	Registration Date
Global Internetworking, Inc.	GLOBAL INTERNETWORKING 	2964558	7/5/05
nLayer Communications, Inc.	NLAYER COMMUNICATIONS 	2903299	11/16/04

Applications of Registration of Trademarks

None

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