

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
Simplexity MVNO Services LLC		07/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 S. Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4281829	SIMPLEXITY MVNO SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd. c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5591.060		
NAME OF SUBMITTER:	Kristina Bunker		
Signature:	/kab/		

OP \$40.00 4281829

Date:

07/10/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is between **SIMPLEXITY MVNO SERVICES LLC**, a Delaware limited liability company (the "**Grantor**"), and **FIFTH THIRD BANK**, an Ohio banking corporation, as administrative agent for the Lenders (the "**Grantee**").

RECITALS

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of December 16, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Grantor, Simplexity, LLC ("**Simplexity**"; together with Grantor, the "**Borrowers**"), Grantee, and lenders party from time to time thereto, Lenders agreed to make Loans for the benefit of the Borrowers; and

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement dated as of December 16, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor granted Grantee (for the benefit of the Lenders) a security interest in all of the assets of the Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration for the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby reaffirms its grant to Grantee of a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"):

(a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto, and all the goodwill of the business conducted with the use of, and symbolized by, each such Trademark or Trademark registration;

(b) each Trademark license referred to in **Schedule 2** annexed hereto, and all the goodwill of the business conducted with the use of, and symbolized by, each such Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto and the Trademarks licensed under any Trademark license referred to in **Schedule 2** annexed hereto.

SECTION 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement, are expressly subject to the terms and conditions thereof, and are not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. PURPOSE. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. CHOICE OF LAW. This Trademark Security Agreement shall be construed in accordance with, and be governed by, the laws of the State of Illinois, without regard to its choice of law principles.

SECTION 6. COUNTERPARTS. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

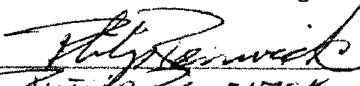
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

SIMPLEXITY MVNO SERVICES, LLC, a
Delaware limited liability company

By: 
Name: FRANK C. BENNETT III
Title: CEO

Acknowledged:

FIFTH THIRD BANK, as Agent

By: 
Its: PHILIP KENWICK
Title: VICE PRESIDENT

Schedule 1
Trademark Security Agreement

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
SIMPLEXITY MVNO SERVICES	4,281,829	January 29, 2013

Schedule 2
Trademark Security Agreement

Trademark Licenses

Name of Agreement

Parties

Date of Agreement

None