

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
TELECOMMUNICATIONS MANAGEMENT LLC		07/10/2013	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Collateral Agent		
Street Address:	211 Perimeter Center Parkway		
Internal Address:	Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77247357		
CORRESPONDENCE DATA			
Fax Number:	4045725100		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Corporate Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	NEW WAVE - 52990.015940		
NAME OF SUBMITTER:	Carol Fraser		

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Signature:	//Carol Fraser//
Date:	07/10/2013
Total Attachments: 5 source=Second Lien Trademark Security Agreement#page1.tif source=Second Lien Trademark Security Agreement#page2.tif source=Second Lien Trademark Security Agreement#page3.tif source=Second Lien Trademark Security Agreement#page4.tif source=Second Lien Trademark Security Agreement#page5.tif	

Second Lien Trademark Security Agreement

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of 7/10/13 (this "Security Agreement"), is made by TELECOMMUNICATIONS MANAGEMENT LLC, a Missouri limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, RBI Holding II LLC, a Delaware limited liability company ("Holdings") and the Borrower have entered into that certain Second Lien Credit Agreement, dated as of April 30, 2013, by and among Holdings and the Borrower, the lenders from time to time parties thereto and the Collateral Agent, providing for revolving credit and term loan facilities (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain of the Borrower's Subsidiaries have entered into the Guaranty and Security Agreement, dated as of April 30, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in the Trademark registration set forth on Schedule I hereto (the "Trademark Collateral").

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

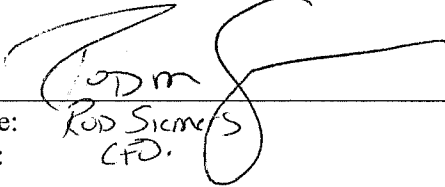
Section 4 Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 5 **Governing Law.** This Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the law of the State of New York.

Section 6 **Termination.** Upon the Termination Date or any release pursuant to Section 10.16(b) of the Guaranty and Security Agreement, the Liens and security interest granted pursuant to this Security Agreement shall be automatically released and the Collateral Agent shall deliver all such documents and instruments and take such actions as required pursuant to Section 10.16 of the Guaranty and Security Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TELECOMMUNICATIONS MANAGEMENT LLC

By: 
Name: Rod Siemens
Title: CFO.

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

SUNTRUST BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

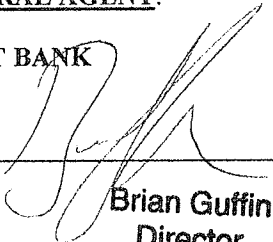
TELECOMMUNICATIONS MANAGEMENT LLC

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:


SUNTRUST BANK

By: _____
Name: 
Title: **Brian Guffin
Director**

[Signature Page – Second Lien Trademark Security Agreement]

SCHEDULE I

Registered Trademark

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
Design 	U.S.	77/247357 8/4/2007	3411574 4/15/2008	Telecommunicati ons Management LLC d/b/a NewWave Communications