## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		07/31/2013	National Banking Association: United States:

#### **RECEIVING PARTY DATA**

Name:	Primus Telecommunications Group, Incorporated		
Street Address:	460 Herndon Parkway		
Internal Address:	Suite 150		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20170		
Entity Type:	CORPORATION: DELAWARE		

Name:	Primus Telecommunications IHC, Inc.	
Street Address:	460 Herndon Parkway	
Internal Address:	Suite 150	
City:	Herndon	
State/Country:	VIRGINIA	
Postal Code:	20170	
Entity Type:	CORPORATION: DELAWARE	

Name:	Primus Telecommunications, Inc.		
Street Address:	460 Herndon Parkway		
Internal Address:	Suite 150		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20170		
Entity Type:	CORPORATION: DELAWARE		

Name:	Arbinet Corporation
	TRADEMARK

REEL: 005081 FRAME: 0557

Street Address:	460 Herndon Parkway
Internal Address:	Suite 150
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20170
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2524319	ARBINET
Registration Number:	3297169	BROAD STREET DIGITAL
Registration Number:	3429668	BROAD STREET DIGITAL
Registration Number:	3004961	ENDLESS TALK
Registration Number:	3342159	GLOBETALK
Registration Number:	3218984	LINGO
Registration Number:	3218986	LINGO
Registration Number:	3525312	LINGO UNWIRED
Registration Number:	3802557	LINGO WORLD MAX
Registration Number:	2194625	PRIMUS
Registration Number:	2679710	PRIMUS
Registration Number:	2694591	PRIMUS
Registration Number:	3401267	TALK 365
Registration Number:	2048650	TELEGROUP
Registration Number:	4058477	LINGO GO TALK
Serial Number:	85163631	PTG
Registration Number:	4195302	PTGI
Registration Number:	4226291	PTGI

#### **CORRESPONDENCE DATA**

**Fax Number**: 2029734499

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

via US Mail.

Phone: 2029734200

Email: DavidSilverman@dwt.com

Correspondent Name: David M. Silverman, Esq.

Address Line 1: 1919 Pennsylvania Ave., N.W.

Address Line 2: Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-3401

	0102275-8
NAME OF SUBMITTER:	David M. Silverman
Signature:	/david m. silverman/
Date:	07/31/2013
Total Attachments: 7 source=Notice of Satisfaction_001#page1.ti source=Notice of Satisfaction_001#page2.ti source=Notice of Satisfaction_001#page3.ti source=Release of sec int in TM_001#page	f f 1.tif 2.tif 3.tif

#### NOTICE OF SATISFACTION AND DISCHARGE

July 31, 2013

This Notice of Satisfaction and Discharge in favor of Primus Telecommunications Holding, Inc., a Delaware corporation (the "Issuer"), has been executed as of the date set forth above by U.S. Bank National Association, as trustee and collateral trustee (in its capacity as trustee and collateral trustee, respectively, the "Trustee" and "Collateral Trustee"), under that certain Indenture, dated as of July 7, 2011 (as supplemented and amended, the "Indenture"), by and among the Issuer, the Guarantors named therein, the Trustee and the Collateral Trustee, relating to the Issuer's 10.00% Senior Secured Notes due 2017 (the "Notes"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Indenture. Pursuant to Section 11.01 of the Indenture, each of the Trustee and the Collateral Trustee acknowledges and agrees that:

- 1. In accordance with Section 11.01(a) of the Indenture, (i) all Notes that have not been delivered to the Trustee for cancellation are to be called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer; (ii) on July 30, 2013, the Issuer deposited with the Trustee as trust funds in trust solely for the benefit of the Holders for purposes of such redemption an amount sufficient to pay and discharge the entire Indebtedness on Notes that have not been delivered to the Trustee for cancellation, for principal (and premium, if any) and accrued interest to the redemption date (the "Redemption Date") fixed by the Issuer in that certain Notice of Election to Redeem and Officers' Certificate, dated July 30, 2013, by James C. Keeley, the Chief Financial Officer, Corporate Controller and Treasurer of the Issuer, and John D. Filipowicz, the General Counsel and Corporate Secretary of the Issuer (the "Notice of Election"), which deposit of funds, as of 8:31 am New York City time on the date hereof, became an irrevocable deposit of funds with the Trustee; and (iii) the Issuer has delivered to the Trustee that certain letter of instructions, dated July 31, 2013, which contains irrevocable instructions from the Issuer directing the Trustee to apply the funds deposited with the Trustee to the payment of the Notes on the Redemption Date;
- 2. In accordance with Sections 11.01, 12.04 and 13.02 of the Indenture, the Issuer has delivered an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent provided for in the Indenture relating to the satisfaction and discharge of the Indenture have been satisfied and an Officers' Certificate certifying that all of the Issuer's obligations under the Indenture have been satisfied;
- 3. As of the date hereof, each of the Indenture, the Notes and the Security Documents is satisfied and discharged and ceases to be of further effect, and the Issuer, the Guarantors and all other persons or entities obligated thereunder, whether by guaranty, pledge, Lien or otherwise, are discharged from their liabilities, obligations, indebtedness and other amounts (collectively, the "Obligations") owing under or with respect to the Indenture, the Notes and the Security Documents, except that Sections 11.02 and 8.06 of the Indenture will survive and the provisions of Section 7.06 of the Indenture that, by their terms, survive the satisfaction and discharge of the Indenture will survive;
- 4. As of the date hereof, each of the Trustee and the Collateral Trustee, on behalf of itself and each Holder of a Note, expressly relinquishes, releases and renders ineffective all of its right, power and interest derived from or under the Indenture, the Notes and the Security Documents, except for those rights, powers and interests that are expressly stated to survive the satisfaction and discharge of the Indenture;

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- 5. As of the date hereof, all Liens created under the Indenture and the Security Documents on the Collateral or otherwise securing any of the Obligations are, automatically, unconditionally and irrevocably, disclaimed and released by the Trustee and Collateral Trustee (on behalf of itself and each Holder of a Note) as provided in Section 12.04 of the Indenture and the Security Documents and shall cease to be in effect;
- 6. The Trustee and Collateral Trustee will, at the Issuer's sole expense, execute and deliver any document or instrument, or take any other action, reasonably requested by the Issuer to acknowledge, consummate or evidence such satisfaction and discharge of the Indenture and the Security Documents, such termination, discharge and satisfaction of Obligations and such release of rights and Liens under the Indenture or the Security Documents. Without limiting and in furtherance of the foregoing, the Trustee and Collateral Trustee authorize the Issuer or any person or entity on behalf of the Issuer to prepare and file termination statements, intellectual property releases and other instruments and documents evidencing the consummation of the Lien release contemplated hereby, including without limitation, UCC-3 termination statements in respect of the UCC-1 financing statements naming the Collateral Trustee as a secured party and the Issuer, any Guarantor or any other person or entity as a debtor that were filed to perfect Liens under the Indenture or the Security Documents;
- 7. The agreements contained herein shall be binding upon the parties hereto, the Holders of the Notes and their respective successors and assigns; and
- 8. This Notice of Satisfaction and Discharge (i) shall be governed by, and shall be construed in accordance with, the laws of the State of New York and (ii) may be executed in any number of counterparts (including by facsimile or electronic mail), and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Trustee and Collateral Trustee has caused this Notice of Satisfaction and Discharge to be executed in its name and on its behalf by a duly authorized officer as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: J.J.J. J. J.J.

Name: WILLAM G. KEENAN.

Trustee

By: J.J.J. J. J.J.

Name: WILLAM G. KEENAN:

VICE PRESIDENT

Trible:

[Signature Page to Notice of Satisfaction and Discharge - 10% Notes]

## RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 31, 2013 (the "Effective Date") by U.S. Bank National Association, a national banking association, as Collateral Trustee (in such capacity, the "Collateral Trustee"), under that certain Grant of Security Interest in Trademarks dated as of July 7, 2011, as amended (the "Security Agreement"), by Primus Telecommunications Group, Incorporated, a Delaware corporation, Primus Telecommunications IHC, Inc., a Delaware corporation, Primus Telecommunications, Inc., a Delaware corporation, and Arbinet Corporation, a Delaware corporation, (collectively, the "Obligors" and each, individually, an "Obligor"), in favor of the Collateral Trustee.

WHEREAS, pursuant to the terms and conditions of the Security Agreement, each Obligor assigned, transferred and granted to the Collateral Trustee a continuing security interest in all of such Obligor's right, title and interest in and to the collateral set forth in Section 2 of the Security Agreement (hereinafter, collectively for all Obligors, the "Trademark Collateral"), including without limitation the trademark registrations and/or trademark applications set forth on Schedule I hereto (collectively, with the goodwill associated therewith the "Trademarks");

WHEREAS, the Security Agreement relating to the Trademarks was recorded with the Assignment Division of the U.S. Patent & Trademark Office at Reel/Frame No. 004577/0283 on July 7, 2011;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustee hereby terminates the Security Agreement, and hereby terminates, cancels, reassigns, re-transfers and releases any and all security interests it has against the Trademark Collateral without warranty or recourse.

If and to the extent the Collateral Trustee has acquired any right, title or interest to any of the Trademark Collateral it hereby assigns and transfers such rights, title or interest to the applicable.

The Collateral Trustee shall, at the Obligors' expense, take all further actions, and provide to the Obligors and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Obligors to fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Collateral Trustee has caused this Release to be executed by its duly authorized representative as of the Effective Date:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Trustee

Name:

Title: VICE PARSIDER

[Signature Page to Release of Grant of Security Interest in Trademarks]

## SCHEDULE I

(Trademarks)

Registered:

Owner	Mark	Reg. No.	Reg. Date	
Arbinet Corporation (fka Arbinet-thexchange, Inc.)	ARBINET	2,524,319	01/01/2002	
Arbinet Corporation (fka Arbinet-thexchange, Inc.)	BROAD STREET DIGITAL	3,297,169	09/25/2007	
Arbinet Corporation (fka Arbinet-thexchange, Inc.)	BROAD STREET DIGITAL & Design	3,429,668	05/20/2008	
Primus Telecommunications IHC, Inc.	ENDLESS TALK	3,004,961	10/04/2005	
Primus Telecommunications IHC, Inc.	GLOBE TALK	3,342,159	11/20/2007	
Primus Telecommunications IHC, Inc.	LINGO	3,218,984	03/13/2007	
Primus Telecommunications IHC, Inc.	LINGO & Design	3,218,986	03/13/2007	
Primus Telecommunications IHC, Inc.	LINGO UNWIRED	3,525,312	10/28/2008	
Primus Telecommunications IHC, Inc.	Lingo World Max	3,802,557	06/15/2010	
Primus Telecommunications IHC, Inc.	PRIMUS	2,194,625	10/13/1998	
Primus Telecommunications IHC, Inc.	PRIMUS & Design	2,679,710	01/28/2003	
Primus Telecommunications IHC, Inc.	PRIMUS & Design	2,694,591	03/11/2003	
Primus Telecommunications IHC, Inc.	TALK 365	3,401,267	03/25/2008	
Primus Telecommunications Group, Incorporated	TELEGROUP	2,048,650	04/01/1997	

Pending:

**RECORDED: 07/31/2013** 

Owner	Mark	Appln, No.	Filing Date	
Primus Telecommunications BHC, Inc.	Lingo go talk & Design	85/117,662	08/27/2010	
Primus Telecommunications IHC, Inc.	PTG	85/163,631	19/28/2010	
Primus Telecommunications IHC, Inc.	PTGi	85/172,714	11/09/2010	
Primus Telecommunications IHC, Inc.	PTGi & Design	85/173,203	11/30/2010	