

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
TELALASKA, INCORPORATED		09/11/2013	CORPORATION: ALASKA

**RECEIVING PARTY DATA**

Name:	JPM Mezzanine Capital, LLC, as Collateral Agent
Street Address:	383 Madison Ave., 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2850575	OF COURSE YOU CAN
Registration Number:	2357263	TELALASKA
Registration Number:	2582793	EYECOM
Registration Number:	2343308	EYECOM
Registration Number:	2445630	E
Registration Number:	3638598	TELALASKA NETWORKS

**CORRESPONDENCE DATA**

Fax Number: 6175269899  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6175269628  
 Email: cslattery@proskauer.com  
 Correspondent Name: Christine Slattery  
 Address Line 1: Proskauer Rose LLP  
 Address Line 2: One International Place  
 Address Line 4: Boston, MASSACHUSETTS 02110

CH \$165.00 2850575

ATTORNEY DOCKET NUMBER:	51025/037
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	09/12/2013
Total Attachments: 5 source=9 - Trademark Security Agreement#page1.tif source=9 - Trademark Security Agreement#page2.tif source=9 - Trademark Security Agreement#page3.tif source=9 - Trademark Security Agreement#page4.tif source=9 - Trademark Security Agreement#page5.tif	

## Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of September 11, 2013, by TELALASKA, INCORPORATED, an Alaska corporation (the "Grantor"), in favor of JPM MEZZANINE CAPITAL, LLC, a Delaware limited liability company, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Guaranty and Security Agreement dated as of September 11, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, and Lenders to enter into the Second Lien Loan Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

"Trademark Collateral" shall mean, collectively, with respect to the Grantor, (a) all trademarks (including service marks), slogans, logos, certification marks, "doing business as" names, trade styles, trade dress, uniform resource locators (URL's), domain names, corporate names, trade names, other source or business identifiers, designs and general intangibles of like nature, whether registered or unregistered, owned by or assigned to such Grantor and all registrations, recordations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those listed on Schedule I to this Trademark Security Agreement, together with any and all (i) rights and privileges arising under Applicable Law with respect to the Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, (v) all Goodwill connected with the use thereof and symbolized thereby and (vi) rights to sue for past, present and future infringements thereof; and (b) all Proceeds and products of any and all of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the foregoing.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment and performance in full of the Secured Obligations, the Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and lien on, all of the Grantor's right, title and interest in, to and under the Trademark Collateral of the Grantor, wherever located, whether now existing or hereafter arising or acquired from time to time.

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Required Lenders shall otherwise reasonably determine.

SECTION 4. Termination. Upon the Payment in Full of the Secured Obligations, at the request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor a written instrument in recordable form releasing the collateral pledges, grants, liens and security interests in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

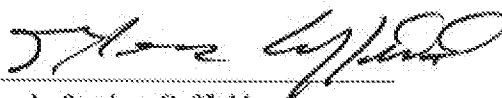
SECTION 6. **GOVERNING LAW; WAIVER OF CERTAIN RIGHTS; DISPUTE RESOLUTION.** SECTIONS 12.14 AND 12.15 OF THE LOAN AGREEMENT AND ARTICLE XIII OF THE LOAN AGREEMENT ARE INCORPORATED HEREIN, MUTATIS MUTANDIS, AS IF A PART HEREOF.

[signature page follows]

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

Very truly yours,

TELALASKA, INCORPORATED

By: 

Name: L. Stephen Coffield

Title: Executive Vice President and CFO

Accepted and Agreed to:

JPM MEZZANINE CAPITAL, LLC,  
as Collateral Agent

By:   
Name: Olof Bergqvist  
Title: Executive Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademarks and Trademark Applications**

<b><u>Owner</u></b>	<b><u>Mark</u></b>	<b><u>Application or Registration No.</u></b>	<b><u>Country</u></b>	<b><u>Filing or Issue Date</u></b>
TelAlaska, Incorporated	Of Course You Can	2,850,575	USA	6/26/2003
TelAlaska, Incorporated	TelAlaska	2,357,263	USA	4/29/1999
TelAlaska, Incorporated	Eyecom	2,582,793	USA	5/19/1999
TelAlaska, Incorporated	Eyecom	2,343,308	USA	4/29/1999
TelAlaska, Incorporated	Eyecom (logo)	2,445,630	USA	4/29/1999
TelAlaska, Incorporated	Telalaska Networks	3,638,598	USA	6/19/2009