

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
Transtelco, Inc.		11/19/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	MC Admin Co LLC		
Street Address:	640 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3188559	BORDERCOMM	
Registration Number:	3300509	XCNETWORKS	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215-656-2458		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	William L. Bartow		
Address Line 1:	1650 Market Street, Suite 4900		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	385140-000009 MCC-1-B		
NAME OF SUBMITTER:	William L. Bartow		
Signature:	/William L. Bartow/		

CH \$65.00 3188559

Date:

11/22/2013

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 19, 2013 (this "Security Interest"), is made by Transtelco, Inc., a Texas corporation (the "Grantor"), in favor of MC Admin Co LLC, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Second Lien US Security Agreement referred to below), with principal offices at 640 Fifth Avenue, 18th Floor, New York, NY 10019 (the "Grantee").

WHEREAS, the Grantor and Grantee have entered into those certain Second Lien Credit Agreement, Second Lien US Security Agreement, and Second Lien US Pledge Agreement, dated as of November 19, 2013 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Documents"); and

WHEREAS, the Credit Documents require the Grantor to execute and deliver this Security Interest.

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

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor's obligations in accordance with the terms and conditions of the Credit Documents, Grantor hereby mortgages, pledges, hypothecates and assigns to the Grantee, for the benefit of the Grantee, a lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following, in each case, whether now owned or hereafter acquired, and whether now existing or hereafter arising (the "Trademark Collateral"):

(i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, "Trademarks" shall mean, collectively, with respect to any Person, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to such Person and all

registrations and applications for the foregoing (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to such Person), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to such Person's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, and rights to obtain any of the foregoing, and (iii) rights corresponding thereto throughout the world, in each case, now existing or hereafter adopted or acquired; provided that in each case, "Trademarks" shall not include "intent-to-use" trademark applications filed in the United States Patent and Trademark Office unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the "Trademarks," to the extent that granting this Security Interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

SECTION 3. Credit Documents. The assignment made, and security interest granted, pursuant to this Security Interest is made and granted in conjunction with the assignment made, and security interest granted, to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

SECTION 5. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by telecopier or other facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original manual counterpart.Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.


SECTION 7. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion

of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

TRANSTELCO INC.,
as Grantor

By: 
Name: Miguel Fernandez
Title: President

MC ADMIN CO LLC,
as Collateral Agent and Grantee

By: _____
Name:
Title:

[Signature Page to Second Lien Grant of Security Interest in U.S. Trademarks]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

TRANSTELCO INC.,
as Grantor

By: _____
Name:
Title:

MC ADMIN CO LLC,
as Collateral Agent and Grantee

By: _____
Name:
Title:

[Signature Page to Second Lien Grant of Security Interest in U.S. Trademarks]

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BORDERCOMM & Design	3,188,559	December 26, 2006
XCNETWORKS & Design	3,300,509	October 2, 2007

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RECORDED: 11/22/2013

**TRADEMARK
REEL: 005159 FRAME: 0247**