

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM305059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerging Markets Communications, LLC		05/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4517406	EMERGING MARKETS COMMUNICATIONS	
Registration Number:	2980227	EMERGING MARKETS COMMUNICATIONS	
Registration Number:	4248976	HD CONNECT	
Registration Number:	4473349	SPEEDNET	
Registration Number:	4489703	ZERO LATENCY GATEWAY	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	566957-640049		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		

OP \$140.00 4517406

DATE SIGNED:	05/20/2014
Total Attachments: 5 source=SunTrust Emerging Markets Communications Trademark Security Agreement#page1.tif source=SunTrust Emerging Markets Communications Trademark Security Agreement#page2.tif source=SunTrust Emerging Markets Communications Trademark Security Agreement#page3.tif source=SunTrust Emerging Markets Communications Trademark Security Agreement#page4.tif source=SunTrust Emerging Markets Communications Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2014 (this “Security Agreement”), is made by EMERGING MARKETS COMMUNICATIONS, LLC, a Delaware 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, EMC Acquisition, LLC, a Delaware limited liability company (“Holdings”) and Emerging Markets Communications, LLC, a Delaware limited liability company (the “Borrower”) have entered into that certain Credit Agreement dated as of May 20, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, the Borrower, the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain of the Borrower’s Subsidiaries have entered into that certain Guaranty and Security Agreement dated as of May 20, 2014 (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 Secured 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 registrations and applications for the registration of Trademarks set forth on Schedule I hereto (the “Trademark Collateral”). Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

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 Termination. This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5 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 6 Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

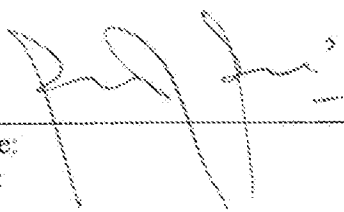
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EMERGING MARKETS COMMUNICATIONS,
LLC

By: _____

Name: _____

Title: _____

A handwritten signature in black ink, appearing to be "P. J. Smith", is written over a horizontal line. The signature is stylized with a large initial "P" and a long, sweeping underline.


[EMC - Trademark Security Agreement]

TRADEMARK
REEL: 005283 FRAME: 0481

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

SUNTRUST BANK

By: 
Name: Kevin Curtin
Title: Director

[EMC –Trademark Security Agreement]

TRADEMARK
REEL: 005283 FRAME: 0482

SCHEDULE I

Trademarks

I. REGISTERED AND ISSUED TRADEMARKS

Country	Mark	Status	App/Reg. No.	App./Reg. Date	Owner
US	EMERGING MARKETS COMMUNICATIONS	Registered	4517406	April 22, 2014 1st Use: February 22, 2001 Section 8 Decl filed	Emerging Markets Communications, LLC
US	EMERGING MARKETS COMMUNICATIONS	Registered	2980227	July 26, 2005	Emerging Markets Communications, LLC
US	HD CONNECT	Registered	4248976	November 27, 2012	Emerging Markets Communications, LLC
US	SPEEDNET	Registered	4,473,349	January 28, 2014	Emerging Markets Communications, LLC
US	ZERO LATENCY GATEWAY	Registered	4,489,703	February 25, 2014	Emerging Markets Communications, LLC

II. TRADEMARK APPLICATIONS

None