

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NTS COMMUNICATIONS, INC.		06/06/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BDC, INC., AS COLLATERAL AGENT		
Street Address:	1 American Lane		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1293303	NTS COMMUNICATIONS	
Registration Number:	1798210	NTS COMMUNICATIONS	
Registration Number:	3573121	NTS-ONLINE	
Registration Number:	2377240	NTS-ONLINE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	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		
ATTORNEY DOCKET NUMBER:	32868/013		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	06/09/2014		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6 day of June, 2014, by and among each of the parties listed on the signature pages hereof (collectively, jointly and severally, the “**Grantors**” and each, individually, a “**Grantor**”) and **GOLDMAN SACHS BDC, INC.**, in its capacity as the collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 6, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among **NTS, INC.**, a Nevada corporation (“**NTS**”), **NTS COMMUNICATIONS, INC.**, a Texas corporation (“**NTS Communications**”), **XFONE USA, INC.**, a Mississippi corporation (“**Xfone**”), and together with **NTS Communications**, individually and collectively, jointly and severally, “**Borrower**”), **T3 NORTH INTERMEDIATE HOLDINGS, INC.**, a Nevada corporation (“**Parent**”), any Subsidiaries of Parent that are Guarantors or become Guarantors thereunder pursuant to Section 7.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), **GOLDMAN SACHS BDC, INC.** as the administrative agent for the Lenders and the Collateral Agent, the Lenders have agreed to extend Loans to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement; and

WHEREAS, the Lenders are willing to extend Loans to the Borrower as provided for in the Credit Agreement, and the other Credit Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of June 6, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to the Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following Collateral owned by such Grantor, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including those referred to on Schedule I;

(b) all goodwill of such Grantor's business associated with the use of, and symbolized by, each such Trademark; and

(c) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, including the right to receive damages, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License to which such Grantor is a party.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter during the term of the Security Agreement.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark that constitutes Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. [RESERVED].

6. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NTS COMMUNICATIONS, INC.

By: 

Name: Guy Nissenon

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005298 FRAME: 0637

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BDC, INC., as the
Collateral Agent

By: 
Name: Brendan McGovern
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005298 FRAME: 0638

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
NTS Communications, Inc.	U.S.	NTS Communications	1293303	Registration Date: September 4, 1984 Renewal Date: October 17, 2004
NTS Communications, Inc.	U.S.	NTS Communications (with design)	1798210	Registration Date: October 12, 1993 Renewal Date: October 11, 2013
NTS Communications, Inc.	U.S.	NTS-ONLINE	3573121	Registration Number: 3573121 Registration Date: February 10, 2009
NTS Communications, Inc.	U.S.	NTS-ONLINE (with design)	2377240	Registration Date: August 15, 2000 Renewal Date: August 11, 2010