

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARKS
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, AS COLLATERAL AGENT		11/25/2014	BANK: SWITZERLAND

RECEIVING PARTY DATA

Name:	U.S. TELEPACIFIC CORP.
Street Address:	515 S. FLOWER STREET, 47TH FLOOR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: CALIFORNIA
Name:	MPOWER COMMUNICATIONS CORP.
Street Address:	515 S. FLOWER STREET, 47TH FLOOR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: NEVADA
Name:	ARRIVAL COMMUNICATIONS, INC.
Street Address:	515 S. FLOWER STREET, 47TH FLOOR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77824155	TELEPACIFIC
Serial Number:	77824156	TELEPACIFIC COMMUNICATIONS
Serial Number:	77824157	TELEPACIFIC COMMUNICATIONS
Serial Number:	77824161	MPOWER
Serial Number:	77824163	MPOWER COMMUNICATIONS
Registration Number:	2520958	ARRIVAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2483555	ARRIVAL COMMUNICATIONS
Registration Number:	2521823	ARRIVAL COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 8668265420

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.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agooda

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39855
NAME OF SUBMITTER:	Penelope J.A. Agooda
SIGNATURE:	/pja/
DATE SIGNED:	11/25/2014

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST, dated as of November 25, 2014 (this "**Release**"), by CREDIT SUISSE AG, as Collateral Agent (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

Reference is made to (i) the Credit Agreement dated as of February 23, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among U.S. TelePacific Corp. (the "**Borrower**"), U.S. TelePacific Holdings Corp. (the "**Parent**"), the Subsidiary Guarantors party thereto, the Lender Parties from time to time party thereto (the "**Lenders**") and Credit Suisse AG, as Administrative Agent and Collateral Agent (in such capacity, the "**Collateral Agent**"), (ii) the Security Agreement dated as of February 23, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Borrower, the grantors party thereto and the Collateral Agent.

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Borrower, Mpower Communications Corp. and Arrival Communications, Inc. (collectively, the "**Grantors**") entered into the Intellectual Property Security Agreement dated as of February 23, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Intellectual Property Security Agreement**"), recorded in the United States Patent and Trademark Office as of March 2, 2011 in Reel/Frame 4488/0805.

WHEREAS, pursuant to the Intellectual Property Security Agreement, the Grantor granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the trademarks of the Grantor set forth on Schedule I hereto (the "**Trademarks**").

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Loan Documents, the Grantor has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Intellectual Property Security Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademark Collateral and reassigns all right, title and interest it has in the Trademark Collateral to the Company. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Company and at the expense of the Company, to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral. The Collateral Agent shall take all further actions and provide to the Company, assigns or other legal representatives all such cooperation and assistance, as reasonably requested by the Company and at the expense of the Company, to more fully and effectively effectuate the purposes of this Trademark Release.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Trademark Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By



Name: Judith E. Smith
Title: Authorized Signatory

By



Name: D. Andrew Maletta
Title: Authorized Signatory

Signature Page to Release of Trademark Security Interest

[[3502521]]

TRADEMARK
REEL: 005408 FRAME: 0641

Schedule I

Grantor	Trademark	Application Number
U.S. TelePacific Corp.	TELEPACIFIC	77824155
U.S. TelePacific Corp.	TELEPACIFIC COMMUNICATIONS	77824156
U.S. TelePacific Corp.	TELEPACIFIC COMMUNICATIONS and design 	77824157
Mpower Communications Corp	MPOWER	77824161
Mpower Communications Corp.	MPOWER and design 	77824163
Arrival Communications, Inc.	ARRIVAL	2520958
Arrival Communications, Inc.	ARRIVAL COMMUNICATIONS	2483555
Arrival Communications, Inc.	ARRIVAL COMMUNICATIONS and design	2521823