

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM324429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. TELEPACIFIC CORP.		11/25/2014	CORPORATION: CALIFORNIA
MPOWER COMMUNICATIONS CORP.		11/25/2014	CORPORATION: NEVADA
ARRIVAL COMMUNICATIONS, INC.		11/25/2014	CORPORATION: DELAWARE
NEXTWEB, INC.		11/25/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

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
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.

TRADEMARK

Address Line 1:	21 Tadcaster Circle
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39856
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	11/25/2014

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Intellectual Property Security Agreement*”) dated as of November 25, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Credit Suisse AG (“*CS*”), as collateral agent (together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement defined below, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement).

WHEREAS U.S. TelePacific Corp., a California corporation, U.S. TelePacific Holdings Corp., a Delaware corporation and the Subsidiary Guarantors party thereto have entered into a Credit Agreement dated as of November 25, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with CS, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of November 25, 2014 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Intellectual Property Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Intellectual Property Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Intellectual Property Collateral by each Grantor under this Intellectual Property Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts; Remedies. (a) This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(b) If any Event of Default shall have occurred and be continuing, the Collateral Agent on behalf of the Secured Parties may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Intellectual Property Collateral) and also may: (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Intellectual Property Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place and time to be designated by the Collateral Agent that is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable; (iii) occupy any premises owned or leased by any of the Grantors where the Intellectual Property Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation except for the Collateral Agent's gross negligence or willful misconduct; and (iv) exercise any and all rights and remedies of any of the Grantors under

or in connection with the Intellectual Property Collateral, or otherwise in respect of the Intellectual Property Collateral, including, without limitation, (A) any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, the Intellectual Property Collateral and (B) exercise all other rights and remedies with respect to the Intellectual Property Collateral, including, without limitation, those set forth in Section 9-607 of the UCC. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

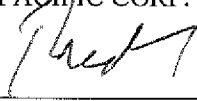
SECTION 5. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

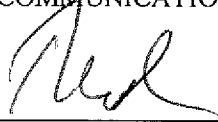
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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


U.S. TELEPACIFIC CORP.

By 
Name: Timothy Medina
Title: Chief Financial Officer and Treasurer

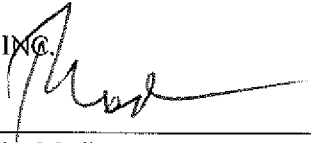
MPOWER COMMUNICATIONS
CORP.

By 
Name: Timothy Medina
Title: Chief Financial Officer and Treasurer

ARRIVAL COMMUNICATIONS, INC.

By 
Name: Timothy Medina
Title: Chief Financial Officer and Treasurer

NEXTWEB, INC.

By 
Name: Timothy Medina
Title: Chief Financial Officer and Treasurer

APPROVED BY LEGAL
mm 11/21/14

Signature Page to the IP Security Agreement

[[3501368]]

TRADEMARK
REEL: 005408 FRAME: 0656

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral
Agent

By



Name: Judith E. Smith

Title: Authorized Signatory

By



Name: D. Andrew Maletta

Title: Authorized Signatory

Signature Page to the IP Security Agreement

[[3501368]]

TRADEMARK
REEL: 005408 FRAME: 0657

**Schedule A to
the Intellectual Property
Security Agreement**

PATENTS

NONE

**Schedule B to
the Intellectual Property
Security Agreement**

TRADEMARKS

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
U.S. TelePacific Corp.	TELEPACIFIC COMMUNICATIONS	(Reg. Date 3/22/2000) U.S. State Wisconsin
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
Nextweb, Inc.	NEXTWEB	61299 U.S. State California
Nextweb, Inc.	NEXTWEB	E0724522005-6 U.S. State Nevada

	COMMUNICATIONS	
Arrival Communications, Inc.	ARRIVAL COMMUNICATIONS and design	2521823
Nextweb, Inc.	NEXTWEB	61299 U.S. State California
Nextweb, Inc.	NEXTWEB	E0724522005-6 U.S. State Nevada

**Schedule C to
the Intellectual Property
Security Agreement**

COPYRIGHTS

NONE