

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primus Holdings, Inc.		06/21/2016	Corporation: GEORGIA
Tempo Telecom, LLC		06/21/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as administrative agent		
Street Address:	500 First Avenue, 4th Floor		
Internal Address:	PNC Firstside Center		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4625558	TEMPO WIRELESS	
Registration Number:	4581071	TEMPO TELECOM	
Registration Number:	4526915	TEMPO	
Registration Number:	4539883	COMMUNICATIONS AT YOUR PAGE.	
Registration Number:	4530591	TEMPO COMMUNICATIONS	
Registration Number:	4526710	TEMPO	
Registration Number:	2679710	PRIMUS	
Registration Number:	2694591	PRIMUS	
Registration Number:	2194625	PRIMUS	
Registration Number:	4226291	PTGI	
Registration Number:	4195302	PTGI	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
TRADEMARK			

OP \$290.00 4625558

Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 06/22/2016

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of June 21, 2016, by Tempo Telecom, LLC (“Tempo”) and Primus Holdings, Inc. (together with Tempo, the “Pledgor” and each, a “Pledgor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of July 18, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the Payment in Full and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to each Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

PRIMUS HOLDINGS, INC.

By: Scott G. Murphy
Scott G. Murphy, Chief Financial Officer

TEMPO TELECOM, LLC

By: Birch Communications, Inc.,
its sole member

By: Scott G. Murphy
Scott G. Murphy, Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005820 FRAME: 0628

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Brandon K. Fiddler

Name: Brandon K. Fiddler

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
Tempo Telecom, LLC	TEMPO WIRELESS	85831495 01/24/2013	4625558 10/21/2014
Tempo Telecom, LLC	TEMPO TELECOM	85861562 02/27/2013	4581071 08/05/2014
Tempo Telecom, LLC	TEMPO	85901573 04/11/2013	4526915 05/06/2014
Tempo Telecom, LLC	COMMUNICATIONS AT YOUR PACE.	85901568 04/11/2013	4539883 05/27/2014
Tempo Telecom, LLC	TEMPO COMMUNICATIONS	85831487 01/24/2013	4530591 05/13/2014
Tempo Telecom, LLC	TEMPO	85831466 01/24/2013	4526710 05/06/2014
Primus Holdings, Inc.	PRIMUS	76160682 11/7/2000	2679710 1/28/2003
Primus Holdings, Inc.	PRIMUS	76160684 11/7/2000	2694591 3/11/2003
Primus Holdings, Inc.	PRIMUS	75171651 9/25/1996	2194625 10/13/1998
Primus Holdings, Inc.	PTGI	85173203 11/10/2010	4226291 10/16/2012
Primus Holdings, Inc.	PTGI	85172714 11/9/2010	4195302 8/21/2012