

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM398558

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Telepacific Corp.		09/14/2016	Corporation: CALIFORNIA
MPower Communications Corp.		09/14/2016	Corporation: NEVADA
Arrival Communications, Inc.		09/14/2016	Corporation: DELAWARE
DSCI, LLC		09/14/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brightwood Loan Services, LLC, as collateral agent		
<b>Street Address:</b>	810 Seventh Avenue		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86199551	TELECOM IS COMPLICATED. WE'RE NOT.	
<b>Serial Number:</b>	77824155	TELEPACIFIC	
<b>Serial Number:</b>	77824156	TELEPACIFIC COMMUNICATIONS	
<b>Serial Number:</b>	77824157	TELEPACIFIC COMMUNICATIONS	
<b>Serial Number:</b>	86196967	TELEPACIFIC COMMUNICATIONS	
<b>Serial Number:</b>	86200090	TELEPACIFIC TELECOM IS COMPLICATED. WE'R	
<b>Serial Number:</b>	77824161	MPOWER	
<b>Serial Number:</b>	77824163	MPOWER COMMUNICATIONS	
<b>Serial Number:</b>	75849810	ARRIVAL	
<b>Serial Number:</b>	75849929	ARRIVAL COMMUNICATIONS	
<b>Serial Number:</b>	75956161	ARRIVAL COMMUNICATIONS	
<b>Serial Number:</b>	86584627	ONEAIR FIXED WIRELESS	
<b>Serial Number:</b>	86022094	UCX	
<b>Serial Number:</b>	85696287	WANJAT	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85696238	WE ARE NOT JUST ANOTHER TELCO
Serial Number:	85696276	WANJA
Serial Number:	86588265	UNLEASH PRODUCTIVITY TO THE POWER OF X

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955

*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:** 212-756-2132

**Email:** scott.kareff@srz.com

**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Aveunue

**Address Line 2:** 25th Floor

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	077341-0030
<b>NAME OF SUBMITTER:</b>	Scott Kareff (077341-0030)
<b>SIGNATURE:</b>	/kx for sk/
<b>DATE SIGNED:</b>	09/15/2016

**Total Attachments: 9**

source=IP Security Agreement for U.S. Telepacific Corp. and others - Brightwood#page1.tif

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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 September 14, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Brightwood Loan Services, LLC (“**BLS**”), as collateral agent (together with any successor collateral agent appointed pursuant to Article VII of the Notes Purchase Agreement defined below, the “**Notes Collateral Agent**”) for the Secured Parties (as defined in the Notes Purchase 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 Notes Purchase Agreement dated as of September 14, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Notes Purchase Agreement**”), with BLS, as Agent, and the Purchasers party thereto. Terms defined in the Notes Purchase Agreement and not otherwise defined herein are used herein as defined in the Notes Purchase Agreement.

WHEREAS, as a condition precedent for the Purchasers to purchase the Notes, each Grantor has executed and delivered that certain Security Agreement dated as of September 14, 2016 made by the Grantors to the Notes 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 Notes 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 Notes 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 Note 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 Note 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 Note 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) Subject to the terms of the Intercreditor Agreement, if any Event of Default shall have occurred and be continuing, the Notes 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 Notes Collateral Agent forthwith, assemble all or part of the Intellectual Property Collateral as directed by the Notes Collateral Agent and make it available to the Notes Collateral Agent at a place and time to be designated by the Notes 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 Notes Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Notes 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 Notes 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 Notes Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Notes 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.

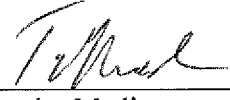
SECTION 5. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes 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.

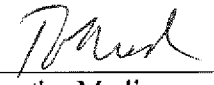
U.S. TELEPACIFIC CORP.

By:   
Name: Timothy Medina  
Title: Executive Vice President and Chief  
Financial Officer

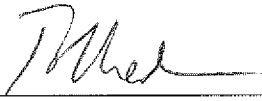
MPOWER COMMUNICATIONS  
CORP.

By:   
Name: Timothy Medina  
Title: Executive Vice President and Chief  
Financial Officer

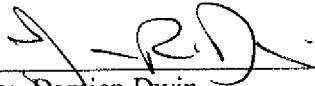
ARRIVAL COMMUNICATIONS, INC.

By:   
Name: Timothy Medina  
Title: Executive Vice President and Chief  
Financial Officer

DSCI, LLC

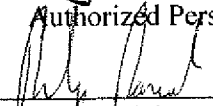
By:   
Name: Timothy Medina  
Title: Executive Vice President and Chief  
Financial Officer

BRIGHTWOOD LOAN SERVICES, LLC,  
as Notes Collateral Agent

By  \_\_\_\_\_

Name: Damien Dwin

Title: Authorized Person

By:  \_\_\_\_\_

Name: Phil Daniele

Title: Chief Risk Officer

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

**PATENTS**


NONE



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

**TRADEMARKS**

<b>Grantor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
U.S. TelePacific Corp.	TELECOM IS COMPLICATED. WE'RE NOT.	86199551	4740310
U.S. TelePacific Corp.	TELEPACIFIC	77824155	3855712
U.S. TelePacific Corp.	TELEPACIFIC COMMUNICATIONS	77824156	3855713
U.S. TelePacific Corp.	TELEPACIFIC COMMUNICATIONS and design 	77824157	3855714
U.S. TelePacific Corp.	TELEPACIFIC COMMUNICATIONS and design 	86196967	4740295
U.S. TelePacific Corp.	TELEPACIFIC TELECOM IS COMPLICATED. WE'RE NOT. and design 	86200090	4740320
Mpower Communications Corp	MPOWER	77824161	4173348
Mpower Communications Corp.	MPOWER and design 	77824163	4177452
Arrival Communications, Inc.	ARRIVAL	75849810	2520958
Arrival	ARRIVAL	75849929	2483555

Communications, Inc.	COMMUNICATIONS		
Arrival Communications, Inc.	ARRIVAL COMMUNICATIONS and design 	75956161	2521823
U.S. TelePacific Corp.	ONEAIR FIXED WIRELESS	86584627	5008938
DSCI, LLC	UCX	86022094	4614911
DSCI, LLC	WANJAT	85696287	4459875
DSCI, LLC	WE ARE NOT JUST ANOTHER TELCO	85696238	4459874
DSCI, LLC	WANJA	85696276	4560814
DSCI <sup>1</sup>	UNLEASH PRODUCTIVITY TO THE POWER OF X	86588265	4851073

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<sup>1</sup>

Registration of this trademark will be corrected to list DSCI, LLC as the owner after closing.

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

**COPYRIGHTS**

NONE