# CH \$415.00 45174

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM411664

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		01/06/2017	Corporation: DELAWARE

#### RECEIVING PARTY DATA

Name:	Emerging Markets Communications, LLC	
Street Address:	3044 N. Commerce Parkway	
City:	Miramar	
State/Country:	FLORIDA	
Postal Code:	33025	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	Maritime Telecommunications Network, Inc.	
Street Address:	3044 N. Commerce Parkway	
City:	Miramar	
State/Country:	FLORIDA	
Postal Code:	33025	
Entity Type:	Corporation: COLORADO	
Name:	MTN Government Services, Inc.	
Street Address:	200 Telegraph Hill Road	
City:	Holmdel	
State/Country:	NEW JERSEY	
Postal Code:	07733	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	4517406	EMERGING MARKETS COMMUNICATIONS
Registration Number:	2980227	EMERGING MARKETS COMMUNICATIONS
Registration Number:	4248976	HD CONNECT
Registration Number:	4473349	SPEEDNET
Registration Number:	4489703	ZERO LATENCY GATEWAY
Registration Number:	1931848	OCEAN CREDIT
Registration Number:	1937416	OCEAN CHECK

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Property Type	Number	Word Mark
Registration Number:	2021275	OCEANPHONE
Registration Number:	2426323	MARITIME TELECOMMUNICATIONS NETWORK
Registration Number:	2998213	MTN
Registration Number:	3005864	MTN
Registration Number:	4359437	CONNECT AT SEA
Registration Number:	2137758	SAILORPHONE
Registration Number:	1941368	OCEANCASH
Serial Number:	85687599	MTN HTMS
Serial Number:	86299803	STEEL FORCE BLUE

#### CORRESPONDENCE DATA

**Fax Number:** 2127352000

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:** 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando

Address Line 4: NEW YORK, NEW YORK 10036

NAME OF SUBMITTER: Oren Epstein	
SIGNATURE:	/OE/
DATE SIGNED:	01/09/2017

#### **Total Attachments: 4**

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> TRADEMARK REEL: 005962 FRAME: 0228

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 6, 2017 by Morgan Stanley Senior Funding, Inc., located at 1585 Broadway, 4<sup>th</sup> Floor, New York, NY, 10036, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "Assignor") in favor of Emerging Markets Communications, LLC, a Delaware limited liability company, located at 3044 N. Commerce Parkway, Miramar, FL 33025; Maritime Telecommunications Network, Inc., a Colorado corporation, located at 3044 N. Commerce Parkway, Miramar, FL 33025; and MTN Government Services, Inc., a Delaware corporation, located at 200 Telegraph Hill Road, Holmdel, NJ 07733 (each, an "Assignee" and, collectively, the "Assignees").

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the Assignees are party to that certain First Lien Security Agreement, dated as of July 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Assignees and the other grantors party thereto and the Assignor, pursuant to which the Assignees granted a security interest to the Assignor in the Trademark Collateral (as defined below);

WHEREAS, the Assignor and Assignees are party to that certain Trademark Security Agreement, dated as of July 1, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, as security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Assignee pledged to the Assignor, its successors and permitted assigns, for the benefit of the Secured Parties, and granted to the Assignor, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Assignee's right, title and interest in, to and under any and all of the following assets and properties then owned or at any time thereafter acquired by such Assignee or in which such Assignee then had or at any time thereafter may have acquired any right, title or interest (collectively, the "Trademark Collateral"):

- (i) all Trademarks, including those listed on Schedule A hereto;
- (ii) renewals and extensions thereof:
- (iii) income, fees, royalties, damages, claims and payments then and thereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof; and
- (iv) rights to sue for past, present or future infringements or violations thereof, in each case whether such Trademark is owned or licensed;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on October 7, 2015, at Reel/Frame 5639/0555; and

WHEREAS, the Assignor and the Assignees desire that the Assignor terminate, release, and discharge fully its security interest in, all right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignees as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Security Agreement.
- Section 2. <u>Release of Security Interest</u>. The Assignor hereby terminates, releases and discharges fully its security interest in, all right, title and interest in or to the Trademark Collateral, including, without limitation, the Trademarks on <u>Schedule A</u> hereto, and reassigns and transfers, without representation, warranty or recourse, any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignees.
- Section 3. <u>Recordation</u>. The Assignor hereby authorizes the Assignees or the Assignees' authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.
- Section 4. <u>Further Assurances</u>. The Assignor hereby agrees to execute and deliver to any Assignee all termination statements, releases and similar documents that such Assignee (or its respective agent or designee) shall reasonably request in order to confirm this Release and the Assignee's right, title, and interest in or to the Trademark Collateral, at such Assignee's sole cost and expense.
- Section 5. Governing Law. THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.
- Section 6. <u>Counterparts</u>: This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Assignor has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Morgan Stanley Senior Funding, Inc., as the Assignor

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ride:<u>Authwizad Signatary</u>

[Signature Page to Release Of Trademark Security Interest]

# SCHEDULE A to RELEASE OF SECURITY INTEREST IN TRADEMARKS

# TRADEMARK REGISTRATIONS AND APPLICATIONS

# Registrations:

OWNER	REGISTRATION NUMBER	MARK
Emerging Markets Communications, LLC	4517406	EMERGING MARKETS COMMUNICATIONS
Emerging Markets Communications, LLC	2980227	EMERGING MARKETS COMMUNICATIONS
Emerging Markets Communications, LLC	4248976	HD CONNECT
Emerging Markets Communications, LLC	4473349	SPEEDNET
Emerging Markets Communications, LLC	4489703	ZERO LATENCY GATEWAY
Maritime Telecommunications Network, Inc.	1931848	OCEANCREDIT
Maritime Telecommunications Network, Inc.	1937416	OCEAN CHECK
Maritime Telecommunications Network, Inc.	2021275	OCEANPHONE
Maritime Telecommunications Network, Inc.	2426323	MARITIME TELECOMMUNICATIONS NETWORK
Maritime Telecommunications Network, Inc.	2998213	MTN AND DESIGN
Maritime Telecommunications Network, Inc.	3005864	MTN AND DESIGN
Maritime Telecommunications Network, Inc.	4359437	CONNECT AT SEA
Maritime Telecommunications Network, Inc.	2137758	SAILORPHONE
Maritime Telecommunications Network, Inc.	1941368	OCEANCASH

# Applications:

RECORDED: 01/09/2017

OWNER	APPLICATION NUMBER	MARK
Maritime Telecommunications Network, Inc.	85/687,599	MTN HTMS
MTN Government Services, Inc.	86/299,803	STEEL FORCE BLUE

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