

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brightwood Loan Services, LLC		05/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Telepacific Corp.		
Street Address:	515 S. Flower Street		
Internal Address:	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		
Internal Address:	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		
Internal Address:	47th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Corporation: DELAWARE		
Name:	DSCI, LLC		
Street Address:	515 S. Flower Street		
Internal Address:	47th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		

TRADEMARK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4740310	TELECOM IS COMPLICATED. WE'RE NOT.
Registration Number:	3855712	TELEPACIFIC
Registration Number:	3855713	TELEPACIFIC COMMUNICATIONS
Registration Number:	3855714	TELEPACIFIC COMMUNICATIONS
Registration Number:	4740295	TELEPACIFIC COMMUNICATIONS
Registration Number:	4740320	TELEPACIFIC TELECOM IS COMPLICATED. WE'R
Registration Number:	4173348	MPOWER
Registration Number:	4177452	MPOWER COMMUNICATIONS
Registration Number:	2520958	ARRIVAL
Registration Number:	2483555	ARRIVAL COMMUNICATIONS
Registration Number:	2521823	ARRIVAL COMMUNICATIONS
Registration Number:	5008938	ONEAIR FIXED WIRELESS
Registration Number:	4614911	UCX
Registration Number:	4459875	WANJAT
Registration Number:	4459874	WE ARE NOT JUST ANOTHER TELCO
Registration Number:	4560814	WANJA
Registration Number:	4851073	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 Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	077314.0030
NAME OF SUBMITTER:	Scott Kareff (077314-0030)
SIGNATURE:	/kc for sk/
DATE SIGNED:	05/02/2017

Total Attachments: 4

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source=Trademark Release of IP for Brightwood Loan Services, LLC - U.S. Telepacific Corp. and others#page4.tif

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Release of Intellectual Property Security Agreement is made as of the execution date set forth below by BRIGHTWOOD LOAN SERVICES, LLC, a Delaware limited liability company, as the collateral agent and administrative agent for itself and certain Purchasers (in such capacity, together with its successors and assigns, if any, the “Releasor”), in favor of the Persons listed on the attached Schedule A as “Grantors” (each a “Releasee” and together, the “Releasees”).

WHEREAS, pursuant to that certain Security Agreement, dated as of September 14, 2016 among U.S. Telepacific Corp. (the “Issuer”), other Grantors party thereto and the Releasor (the “Security Agreement”) and that certain Intellectual Property Security Agreement, dated as of September 14, 2016 among the Issuer, other Grantors party thereto and the Releasor (the “IP Security Agreement”), recorded in the United States Patent and Trademark Office at Reel 5876, Frame 0395 on September 15, 2016, each Releasee granted to Releasor, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of each such Releasee in, to and under the trademarks and service marks listed opposite such Releasee on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the “Collateral”) to secure the payment, performance and observance of the Secured Obligations; and

WHEREAS, the Releasees have requested and Releasor has agreed to provide this Release of Intellectual Property Security Agreement to confirm the release, relinquishment and discharge of its continuing security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

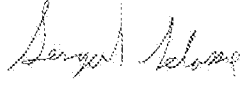
1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.
2. Release of Security Interest. Releasor hereby releases to Releasees, and releases to the Releasees on behalf of the Secured Parties, its continuing security interest in the Collateral. The Releasor agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Issuer and at the expense of the Issuer, to evidence the release and termination of the Releasor’s security interests in the Collateral.

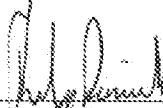
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE RELEASOR’S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Signature page to follow]

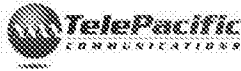

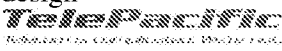

IN WITNESS WHEREOF, the parties have caused this Release of Intellectual Property Security Agreement to be duly executed as of May 2, 2017.


BRIGHTWOOD LOAN SERVICES, LLC

By: 
Name: Sengal Selassie
Title: Managing Member

By: 
Name: Phil Daniele
Title: Chief Risk Officer

SCHEDULE A

Grantor	Trademark	Application Number	Registration Number
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 Communications, Inc.	ARRIVAL COMMUNICATIONS	75849929	2483555
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, LLC	UNLEASH PRODUCTIVITY TO THE POWER OF X	86588265	4851073