

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425986

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		05/02/2017	Bank: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. TelePacific Corp.		
<b>Street Address:</b>	515 South Flower Street, 47th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	Arrival Communications, Inc.		
<b>Street Address:</b>	515 South Flower Street, 47th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Mpower Holding Corporation		
<b>Street Address:</b>	515 South Flower Street, 47th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3855712	TELEPACIFIC	
<b>Registration Number:</b>	3855713	TELEPACIFIC COMMUNICATIONS	
<b>Registration Number:</b>	3855714	TELEPACIFIC COMMUNICATIONS	
<b>Registration Number:</b>	4173348	MPOWER	
<b>Registration Number:</b>	4177452	MPOWER COMMUNICATIONS	
<b>Registration Number:</b>	2520958	ARRIVAL	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2483555	ARRIVAL COMMUNICATIONS
Registration Number:	2521823	ARRIVAL COMMUNICATIONS
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: 8004947512

*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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F169922 Release
<b>NAME OF SUBMITTER:</b>	Jordana Dreyfuss
<b>SIGNATURE:</b>	/Jordana Dreyfuss/
<b>DATE SIGNED:</b>	05/03/2017

**Total Attachments: 4**

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RELEASE OF TRADEMARK SECURITY INTEREST, dated as of May 2, 2017 (this "**Release**"), by CREDIT SUISSE AG, as Collateral Agent (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

Reference is made to (i) the Credit Agreement dated as of November 25, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among U.S. TelePacific Corp. (the "**Borrower**"), U.S. TelePacific Holdings Corp. (the "**Parent**"), the Subsidiary Guarantors party thereto, the Lender Parties from time to time party thereto (the "**Lenders**") and Credit Suisse AG, as Administrative Agent and Collateral Agent (in such capacity, the "**Collateral Agent**"), (ii) the Security Agreement dated as of November 25, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Borrower, the grantors party thereto and the Collateral Agent, (iii) the Intellectual Property Security Agreement dated as of November 25, 2014, among the Borrower, Mpower Communications Corp., Arrival Communications, Inc. and Nextweb, Inc. (together, the "**2014 Grantors**") and the Collateral Agent and (iv) the Intellectual Property Security Agreement dated as September 14, 2016, by DSCI, LLC (together with the 2014 Grantors, the "**Grantors**") and the Collateral Agent (the documents described in clauses (i) through (iv), the "**Security Documents**").

WHEREAS, pursuant to the Security Documents, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, all right, title or interest of the Grantors in the trademarks and trademark applications of the Grantors set forth on Schedule I hereto (collectively, the "**Trademark Collateral**"), which security interests were recorded with the United States Patent & Trademark Office on (i) November 25, 2014 at Reel/Frame 5408/0651 and (ii) September 15, 2016 at Reel/Frame 5877/0444.

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Loan Documents, the Grantors have informed the Collateral Agent of its desire to obtain the release of any and all security interests of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademark Collateral granted under the Security Documents.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademark Collateral and reassigns all right, title and interest it has in the Trademark Collateral to the Company. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Company and at the expense of the Company, to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral. The Collateral Agent shall take all further actions and provide to the Company, assigns or other legal representatives all such cooperation and assistance, as reasonably requested by the Company and at the expense of the Company, to more fully and effectively effectuate the purposes of this Trademark Release.

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 COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Trademark Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By 

.....  
Name: Judith E. Smith  
Title: Authorized Signatory

By 

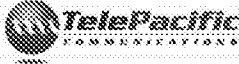
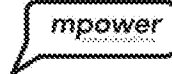
.....  
Name: D. Andrew Maletta  
Title: Authorized Signatory

[Signature Page to Release of Trademark Security Interest]

[[3650063]]

**TRADEMARK**  
**REEL: 006048 FRAME: 0038**

**Schedule I**

<b>Grantor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
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		(Reg. Date 3/22/2000) U.S. State Wisconsin
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
Nextweb, Inc.	NEXTWEB		61299 U.S. State California
Nextweb, Inc.	NEXTWEB		E0724522005-6 U.S. State Nevada
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