

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM425987

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. TelePacific Corp.		05/02/2017	Corporation: CALIFORNIA
Mpower Communications Corp.		05/02/2017	Corporation: DELAWARE
Arrival Communications, Inc.		05/02/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 18

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:	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:	3577390	TPX
Serial Number:	87335653	TPX
Serial Number:	87335746	TPX COMMUNICATIONS
Serial Number:	87351631	TPX
Serial Number:	87352542	TPX COMMUNICATIONS
Serial Number:	87352801	TPX COMMUNICATIONS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87370445	REACH A HIGHER STATE OF CONNECTEDNESS

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

ATTORNEY DOCKET NUMBER:	F169922 Agmt
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	05/03/2017

Total Attachments: 9

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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 May 2, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Credit Suisse AG, Cayman Islands Branch (“**CS**”), as collateral agent (together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement defined below, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit 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 Credit Agreement dated as of May 2, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with CS, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of May 2, 2017 made by the Grantors to the 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 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 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 Loan 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 Loan 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 Loan 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) If any Event of Default shall have occurred and be continuing, the 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 Collateral Agent forthwith, assemble all or part of the Intellectual Property Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place and time to be designated by the 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 Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the 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 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 Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The 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 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

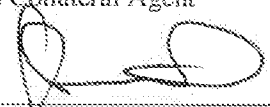
Title: Executive Vice President and Chief Financial Officer

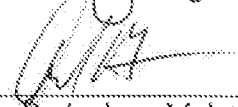
Signature Page to the IP Security Agreement

TRADEMARK
REEL: 006048 FRAME: 0045

MD 4/28/17
APPROVED BY LEGAL

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By 
Name: Judith E. Smith
Title: Authorized Signatory


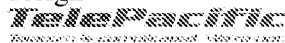
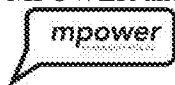

By 
Name: D. Andrew Maletta
Title: Authorized Signatory

Signature Page to the IP Security Agreement




PATENTS

None.

TRADEMARKS

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 	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
U.S. TelePacific Corp.	TPX	77297055	3577390

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

U.S. TelePacific Corp.	TPX	87335653	PENDING
U.S. TelePacific Corp.	TPX COMMUNICATIONS	87335746	PENDING
U.S. TelePacific Corp.	TPX and design 	87351631	PENDING
U.S. TelePacific Corp.	TPX COMMUNICATIONS and design 	87352542	PENDING
U.S. TelePacific Corp.	TPX COMMUNICATIONS and design 	87352801	PENDING
U.S. TelePacific Corp.	REACH A HIGHER STATE OF CONNECTEDNESS	87370445	PENDING

COPYRIGHTS

None.