

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459494

<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>
IOWA WIRELESS SERVICES		01/25/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE TELEKOM AG, AS ADMINISTRATIVE AND COLLATERAL AGENT		
<b>Street Address:</b>	FRIEDRICH-EBERT-ALLEE 140		
<b>City:</b>	53113 BONN		
<b>State/Country:</b>	GERMANY		
<b>Entity Type:</b>	Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4267339	MEGAREWARDS	
<b>Registration Number:</b>	2674899	MEGATALK	
<b>Registration Number:</b>	2979755		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<i>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.</i>			
<b>Phone:</b>	7145401235		
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	053402-6		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/KJA/		
<b>DATE SIGNED:</b>	01/25/2018		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this "IP Security Agreement"), is made by the Grantor signatory hereto in favor of DEUTSCHE TELEKOM AG, as administrative agent and collateral agent (together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, T-Mobile USA, Inc., a Delaware corporation (including its permitted successors, the "Borrower") has entered into a Secured Revolving Credit Agreement, dated as of December 29, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement"), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of December 29, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' (other than Parent's) right, title, and interest in and to certain Collateral, including certain of their Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Trademarks and Patents in order to record the security interests granted therein with the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the undersigned Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

**SECTION 1** Grant of Security. The undersigned Grantor hereby grants to the Administrative 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 "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and state trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 1 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(c) (i) the right to sue or otherwise recover for any and all past, present, and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages, and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (items described in clauses (a), (b), and (c), collectively, the "Trademark Collateral");

(d) (i) all United States patents, patent applications, and patentable inventions, including each issued patent and patent application identified in Schedule 2, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the "Patents");

(e) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 2; and

(f) (i) the right to sue or otherwise recover for any and all past, present, and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages, and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in (d), (e), and (f), collectively, the "Patent Collateral").

**SECTION 2 Excluded Assets.** Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

**SECTION 3 Recordation.** The undersigned Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this IP Security Agreement.

**SECTION 4 Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

**SECTION 5 GOVERNING LAW.** THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF, OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

**SECTION 6 Conflict Provision.** This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.


SECTION 7 Senior Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Additional Senior Lien Obligations (as defined in any Senior Pari Passu Intercreditor Agreement) are subject to the provisions of the Senior Pari Passu Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Senior Pari Passu Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Additional Senior Lien Obligations, the provisions of the Senior Pari Passu Intercreditor Agreement shall prevail.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

*[signature pages follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

IOWA WIRELESS SERVICES, LLC

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


Name: Dirk Wehrse

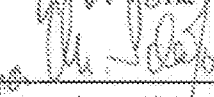
Title: Senior Vice President and Treasurer

[T-MOBILE – IP SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006257 FRAME: 0930**


DEUTSCHE TELEKOM AG,  
as Administrative Agent

By:   
Name: Jürgen Kieber  
Title: VP/GTR/LFT

By:   
Name: M. Schäfer, VP  
Title: M. Schäfer, VP

[T-MOBILE - IP SECURITY AGREEMENT]

## TRADEMARKS

Owner	Mark	Registration No	Registration Date
Iowa Wireless Services, LLC	MEGAREWARDS	4267339	January 1, 2013
Iowa Wireless Services, LLC	MEGATALK	2674899	January 14, 2003
Iowa Wireless Services, LLC		2979755	July 26, 2005



PATENTS

None.