

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNIVERSE TECHNOLOGIES, LLC		03/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT		
Street Address:	745 7TH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	76568201	SYNIVERSE	
Serial Number:	78367203	SYNIVERSE TECHNOLOGIES	
Serial Number:	78367563		
Serial Number:	75171103	S.T.A.R.S. - STREAMLINER TERMINAL ACCESS	
Serial Number:	75146434	ACCESSIBILITY	
Serial Number:	74255039	ACCESSIBILITY	
Serial Number:	76369334	UNIROAM	
Serial Number:	75592292	FRAUDX	
Serial Number:	75592672	INPORT	
Serial Number:	75021730	ACCESS	
Serial Number:	75239942	ACCESS S&E	
Serial Number:	75122940	FMR PLUS	
Serial Number:	75096994	VISIBILITY	
Serial Number:	75021734	SOLUTIONS	
Serial Number:	74370149	INLINK	
Serial Number:	77687811	SYNIVERSE NEXT	
Serial Number:	77687547	SYNIVERSE NEXT	
Serial Number:	85030941	WE MAKE MOBILE WORK	
Serial Number:	85201989	LATALINK	
TRADEMARK			

OP \$665.00 76568201

Property Type	Number	Word Mark
Serial Number:	85271938	LTE LET'S TALK EVOLUTION
Serial Number:	85271953	LET'S TALK EVOLUTION
Serial Number:	85275693	SYNIVERSE PRIME
Serial Number:	85275811	SYNIVERSE MORE
Serial Number:	85275732	SYNIVERSE PRIME
Serial Number:	85275879	SYNIVERSE MORE
Serial Number:	85369279	SYNERGY

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: 518.213.0910

Email: ipteam@cogencyglobal.com

Correspondent Name: Jeremy Seims

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:	M098544
NAME OF SUBMITTER:	Estefania Laureano
SIGNATURE:	/Estefania Laureano/
DATE SIGNED:	03/12/2018

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY
INTEREST IN TRADEMARKS

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of March 9, 2018, is made by SYNIVERSE TECHNOLOGIES, LLC, a Delaware limited liability company (the "Grantor"), in favor of BARCLAYS BANK PLC, as administrative agent (in such capacity, together with any successor administrative agent, the "Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement, dated as of March 9, 2018 (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), among SYNIVERSE HOLDINGS, INC. (the "Borrower"), BUCCANEER HOLDINGS, LLC, the Agent and the Lenders).

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make the Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered a Second Lien Security Agreement, dated as of March 9, 2018, in favor of the Agent (as it may be amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property Collateral, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as the case may be.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in such Grantor's right, title and interest in and to all of the following (the "Trademark Collateral"), whether now owned or hereafter acquired by such Grantor and whether now or hereafter existing or arising, as collateral security for the payment of all Obligations of such Grantor.

- (i) all Trademarks, including, without limitation, those items listed on Schedule I hereto;
- (ii) any claims for damages and injunctive relief for past, present and future infringement, dilution, violation or misuse 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
- (iii) 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 foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SYNIVERSE TECHNOLOGIES, LLC

By: 

Name: Robert F. Reich

Title: Executive Vice President and Chief
Financial Officer

*[Signature Page to Notice and Conformation of Grant of Security Interest in Trademarks for
Syniverse Technologies, LLC (Second Lien)]*

TRADEMARK
REEL: 006290 FRAME: 0307

SCHEDULE I

Trademarks

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Syniverse Technologies, LLC	SYNIVERSE	76/568201 05-JAN-2004	3109723 27-JUN-2006
Syniverse Technologies, LLC		78/367203 12-FEB-2004	3174828 21-NOV-2006
Syniverse Technologies, LLC		78/367563 13-FEB-2004	3469266 15-JUL-2008
Syniverse Technologies, LLC	S.T.A.R.S. – STREAMLINER TERMINAL ACCESS REPORTING	75/171103 24-SEP-1996	2207496 01-DEC-1998
Syniverse Technologies, LLC	ACCESSIBILITY	75/146434 07-AUG-1996	2234718 23-MAR-1999
Syniverse Technologies, LLC	ACCESSIBILITY	74/255039 13-MAR-1992	1819278 01-FEB-1994
Syniverse Technologies, LLC	UNIROAM	76/369334 08-FEB-2002	2760010 02-SEP-2003
Syniverse Technologies, LLC	FRAUDX	75/592292 19-NOV-1998	2443182 10-APR-2001
Syniverse Technologies, LLC	INPORT	75/592672 19-NOV-1998	2411241 05-DEC-2000
Syniverse Technologies, LLC	ACCESS	75/021730 16-NOV-1995	2075073 01-JUL-1997
Syniverse Technologies, LLC	ACCESS S&E	75/239942 11-FEB-1997	2276364 07-SEP-1999
Syniverse Technologies, LLC	FMR PLUS	75/122940 20-JUN-1996	2201808 03-NOV-1998
Syniverse Technologies, LLC	VISIBILITY	75/096994 23-APR-1996	2174202 21-JUL-1998
Syniverse Technologies, LLC	SOLUTIONS	75/021734 16-NOV-1995	2240928 20-APR-1999
Syniverse Technologies, LLC	INLINK	74/370149 22-MAR-1993	1845911 19-JUL-1994
Syniverse Technologies, LLC	SYNIVERSE NEXT	77/687811 10-MAR-2009	3792045 25-MAY-2010
Syniverse Technologies, LLC		77/687547 10-MAR-2009	3780123 27-APR-2010
Syniverse Technologies, LLC	WE MAKE MOBILE WORK	85/030941 05-MAY-2010	3893648 21-DEC-2010
Syniverse Technologies, LLC	LATALINK	85201989 20-DEC-2010	4015310 23-AUG-2011
Syniverse Technologies, LLC	LTE Let's Talk Evolution	85271938 21-MAR-2011	4168909 3-Jul-2012
Syniverse Technologies, LLC	Let's Talk Evolution	85271953 21-MAR-2011	4151358 29-May-2012

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Syniverse Technologies, LLC	Syniverse PRIME	85275693 24-MAR-2011	4042025 18-OCT-2011
Syniverse Technologies, LLC	Syniverse MORE	85275811 24-MAR-2011	4042028 18-OCT-2011
Syniverse Technologies, LLC	Syniverse PRIME and Mark	85275732 24-MAR-2011	4042027 18-OCT-2011
Syniverse Technologies, LLC	Syniverse MORE and Mark	85275879 24-MAR-2011	4042031 18-OCT-2011
Syniverse Technologies, LLC	SYNERGY	85369279 12-JUL-2011	4527671 13-MAY-2014