

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM503922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lingo Management, LLC		12/31/2018	Limited Liability Company: GEORGIA
Impact Telecom, LLC		12/31/2018	Limited Liability Company: NEVADA
Matrix Telecom, LLC		12/31/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Garrison Loan Agency Services LLC		
Street Address:	1290 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	2908160	HOME CONNECTION	
Registration Number:	2542377	I IONEX	
Registration Number:	2577238	I IONEX	
Registration Number:	2509015	IONEX	
Registration Number:	3218984	LINGO	
Registration Number:	3218986	LINGO	
Registration Number:	3525312	LINGO UNWIRED	
Registration Number:	3802557	LINGO WORLD MAX	
Registration Number:	3401267	TALK 365	
Registration Number:	4397831	TOTALASSIST	
Registration Number:	2518976	1010 123	
Registration Number:	2521498	1010-123 A AMERICATEL	
Registration Number:	2594747	1010-123 A AMERICATEL	
Registration Number:	2657805	1010-123, NUESTRO NUMERO DE LARGA DISTAN	
Registration Number:	2301297	A	

OP \$1715.00 2908160

Property Type	Number	Word Mark
Registration Number:	2378594	A
Registration Number:	2434457	A AMERICATEL
Registration Number:	2498626	AHORRE A LO GRANDE
Registration Number:	2576919	AMERICANET
Registration Number:	1892369	AMERICATEL
Registration Number:	2931065	AMERICATEL
Registration Number:	2913762	AMERICATEL
Registration Number:	2314351	AMERICATEL USA
Registration Number:	2759312	AMERICATEL, COMUNICAMOS AL MUNDO HISPANO
Registration Number:	2436723	AMERICATEL, SIEMPRE AL SERVICIO DE LOS H
Registration Number:	2747504	AMERICATEL, TELECOMUNICACIONES PARA TODO
Registration Number:	3339154	CELLCONNECT
Registration Number:	2681511	E MAGINE
Registration Number:	2764670	E-MAGINE
Registration Number:	2350351	ESTART
Registration Number:	3313647	LÍNEA PAÍS AMERICATEL
Registration Number:	3219939	LÍNEAPAÍS
Registration Number:	2081019	STARTEC
Registration Number:	2492408	STARTEC
Registration Number:	3487027	STARTEC GLOBAL COMMUNICATIONS
Registration Number:	2682678	SU COMPANIA DE LARGA DISTANCIA
Registration Number:	2462090	TELECOMMUNICATIONS SOLUTIONS FOR THE AME
Registration Number:	2448370	UNIENDO AMERICA
Registration Number:	2530137	UNIENDO AMERICA A AMERICATEL
Registration Number:	2818041	UNIENDOAMERICA
Registration Number:	1916838	10297
Registration Number:	2386640	10-10-636
Registration Number:	2401084	10-10-811
Registration Number:	2386639	10-10-818
Registration Number:	2449543	9TALK
Registration Number:	2220202	CLEAR CHOICE COMMUNICATIONS
Registration Number:	2235396	CLEAR N' DIRECT
Registration Number:	2215397	DIME DEAL
Registration Number:	2772549	EMERITUS COMMUNICATIONS
Registration Number:	1648364	EXCEL
Registration Number:	2726133	EXCEL
Registration Number:	3260713	EXCEL
Registration Number:	2296313	FIVELINE

Property Type	Number	Word Mark
Registration Number:	3148826	MATRIX BUSINESS TECHNOLOGIES
Registration Number:	1908833	MATRIX TELECOM
Registration Number:	2504866	ONE CHOICE
Registration Number:	2515300	1 ONE CHOICE
Registration Number:	1710435	TOUCH 1
Registration Number:	3027406	TRINSIC
Registration Number:	3230607	TRINSIC
Registration Number:	1791922	V
Registration Number:	2608568	V
Registration Number:	2224433	VARTEC
Registration Number:	1791920	VARTEC TELECOM
Registration Number:	2250455	WORLDRATE
Registration Number:	4619522	IMPACT
Registration Number:	4619523	IMPACT TELECOM
Registration Number:	4773957	IMPACTCONNECT

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue, 28th Floor
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10116

ATTORNEY DOCKET NUMBER:	1031686 for 95177.00005
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	12/31/2018

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of December 31, 2018 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of Garrison Loan Agency Services LLC (“*GALS*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among LINGO COMMUNICATIONS, LLC, a Georgia limited liability company (“*Holdings*”), LINGO MANAGEMENT, LLC, a Georgia limited liability company (“*Borrower*”), certain Subsidiaries of Borrower, as Guarantors, the Lenders party thereto from time to time, GALS, as Administrative Agent and Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of Grantors have executed and delivered the Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Pledge and Security Agreement*”);

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement and in furtherance thereof, each 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, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Pledge and Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, its right, title and interest in, to and

under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the “**Trademark Collateral**”), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Pledge and Security Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

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

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and 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 of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the termination of the Credit Agreement. Upon the termination of this Agreement, the Collateral Agent shall at Grantors’ cost and expense execute all documents, make all filings, take all other actions reasonably requested by such Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

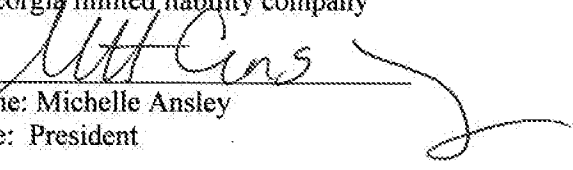
SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

/Signature Pages Follow/

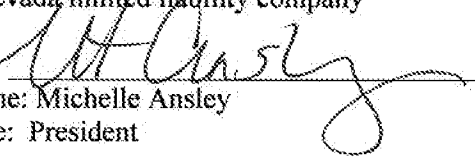
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

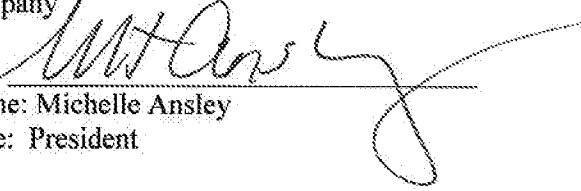
LINGO MANAGEMENT, LLC,
a Georgia limited liability company

By: 
Name: Michelle Ansley
Title: President

IMPACT TELECOM, LLC,
a Nevada limited liability company

By: 
Name: Michelle Ansley
Title: President

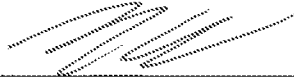
MATRIX TELECOM, LLC, a Texas limited liability company

By: 
Name: Michelle Ansley
Title: President

ACCEPTED:

GARRISON LOAN AGENCY SERVICES LLC,
as Collateral Agent

By: _____



Name:

Matthew J Lambert

Title:

Vice President

SCHEDULE AU.S. Registered Trademarks

TRADEMARK	COUNTRY	OWNER	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
HOME CONNECTION	USA	Lingo Management, LLC	78137133	6/19/2002	2908160	12/7/2004	Registered
IONEX (and design)	USA	Lingo Management, LLC	76024603	3/6/2000	2542377	2/26/2002	Registered
IONEX (and design)	USA	Lingo Management, LLC	75937106	3/6/2000	2577238	6/11/2002	Registered
IONEX	USA	Lingo Management, LLC	75937108	3/6/2000	2509015	11/20/2001	Registered
LINGO	USA	Lingo Management, LLC	78977679	4/20/2004	3218984	3/13/2007	Registered
LINGO and Design	USA	Lingo Management, LLC	78977825	4/21/2004	3218986	3/13/2007	Registered
LINGO UNWIRED	USA	Lingo Management, LLC	77263081	8/23/2007	3525312	10/28/2008	Registered
LINGO WORLD MAX	USA	Lingo Management, LLC	77849715	8/15/2009	3802557	6/15/2010	Registered
TALK 365	USA	Lingo Management, LLC	77232455	7/18/2007	3401267	3/25/2008	Registered
TOTALASSIST	USA	Lingo Management, LLC	85778064	11/13/2012	4397831	9/3/2013	Registered
1010 123	USA	Matrix Telecom, LLC	75463879	4/7/98	2518976	12/18/01	Registered
1010-123 A AMERICATEL	USA	Matrix Telecom, LLC	75520173	7/16/98	2521498	12/25/01	Registered

TRADEMARK	COUNTRY	OWNER	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
1010-123 A AMERICATEL	USA	Matrix Telecom, LLC	75681430	4/13/99	2594747	7/16/02	Registered
1010-123, NUESTRO NUMERO DE LARGA DISTANCIA	USA	Matrix Telecom, LLC	76055359	5/24/00	2657805	12/10/02	Registered
A	USA	Matrix Telecom, LLC	75339226	8/7/97	2301297	12/21/99	Registered
A	USA	Matrix Telecom, LLC	75556424	9/22/98	2378594	8/22/00	Registered
A AMERICATEL	USA	Matrix Telecom, LLC	75339520	8/7/97	2434457	3/13/01	Registered
AHORRE A LO GRANDE	USA	Matrix Telecom, LLC	75468054	4/14/98	2498626	10/16/01	Registered
AMERICANET	USA	Matrix Telecom, LLC	75339522	8/7/97	2576919	6/11/02	Registered
AMERICATEL	USA	Matrix Telecom, LLC	74417088	7/26/93	1892369	5/2/95	Registered
AMERICATEL	USA	Matrix Telecom, LLC	76126730	9/12/00	2931065	3/8/05	Registered
AMERICATEL	USA	Matrix Telecom, LLC	76976086	9/28/00	2913762	12/21/04	Registered
AMERICATEL USA	USA	Matrix Telecom, LLC	75619305	1/12/99	2314351	2/1/00	Registered
AMERICATEL, COMUNICAMOS AL MUNDO HISPANO	USA	Matrix Telecom, LLC	76002605	3/1/00	2759312	9/2/03	Registered
AMERICATEL, SIEMPRE AL SERVICIO DE LOS HISPANOS	USA	Matrix Telecom, LLC	75864131	12/6/99	2436723	3/20/01	Registered
AMERICATEL, TELECOMUNICACION ES PARA TODO AMERICA	USA	Matrix Telecom, LLC	75556416	9/22/98	2747504	8/5/03	Registered
CELLCONNECT	USA	Matrix Telecom, LLC	77153288	4/10/07	3339154	11/20/07	Registered
E.MAGINE	USA	Matrix Telecom, LLC	75687965	4/22/99	2681511	1/28/03	Registered

TRADEMARK	COUNTRY	OWNER	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
E-MAGINE	USA	Matrix Telecom, LLC	75983298	12/6/99	2764670	9/16/03	Registered
ESTART	USA	Matrix Telecom, LLC	75787176	8/27/99	2350351	5/16/00	Registered
LÍNEA PAIS AMERICATEL	USA	Matrix Telecom, LLC	78610962	4/18/05	3313647	10/16/07	Registered
LÍNEAPAIŚ	USA	Matrix Telecom, LLC	78868263	4/24/06	3219939	3/20/07	Registered
STARTEC	USA	Matrix Telecom, LLC	75069358	3/8/96	2081019	7/22/97	Registered
STARTEC	USA	Matrix Telecom, LLC	76101740	8/1/00	2492408	9/25/01	Registered
STARTEC GLOBAL COMMUNICATIONS	USA	Matrix Telecom, LLC	77117566	2/27/07	3487027	8/19/08	Registered
SU COMPANIA DE LARGA DISTANCIA	USA	Matrix Telecom, LLC	76291410	7/27/01	2682678	2/4/03	Registered
TELECOMMUNICATIO NS SOLUTIONS FOR THE AMERICAS	USA	Matrix Telecom, LLC	75463590	4/7/98	2462090	6/19/01	Registered
UNIENDO AMERICA	USA	Matrix Telecom, LLC	75748746	7/6/99	2448370	5/1/01	Registered
UNIENDO AMERICA A AMERICATEL	USA	Matrix Telecom, LLC	75450008	3/13/98	2530137	1/15/02	Registered
UNIENDOAMERICA	USA	Matrix Telecom, LLC	76366683	2/1/02	2818041	2/24/04	Registered
10297	USA	Matrix Telecom, LLC	74547642	7/11/94	1916838	9/5/95	Registered
10-10-636	USA	Matrix Telecom, LLC	75648723	2/25/99	2386640	9/12/00	Registered
10-10-811	USA	Matrix Telecom, LLC	75648722	2/25/99	2401084	10/31/00	Registered
10-10-818	USA	Matrix Telecom, LLC	75648719	2/25/99	2386639	9/12/00	Registered
9TALK	USA	Matrix Telecom, LLC	75471087	4/17/98	2449543	5/8/01	Registered
CLEAR CHOICE COMMUNICATIONS	USA	Matrix Telecom, LLC	75338790	8/11/97	2220202	1/26/99	Registered
CLEAR N' DIRECT	USA	Matrix Telecom, LLC	75382309	10/31/97	2235396	3/23/99	Registered
DIME DEAL	USA	Matrix Telecom, LLC	75302012	5/28/97	2215397	12/29/98	Registered

TRADEMARK	COUNTRY	OWNER	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
EMERITUS COMMUNICATIONS	USA	Matrix Telecom, LLC	78035615	11/16/00	2772549	10/7/03	Registered
EXCEL	USA	Matrix Telecom, LLC	74078784	7/16/90	1648364	6/18/91	Registered
EXCEL	USA	Matrix Telecom, LLC	75327629	7/21/97	2726133	6/17/03	Registered
EXCEL & DESIGN	USA	Matrix Telecom, LLC	78927090	7/11/06	3260713	7/10/07	Registered
FIVELINE	USA	Matrix Telecom, LLC	75103560	5/13/96	2296313	11/30/99	Registered
MATRIX BUSINESS TECHNOLOGIES	USA	Matrix Telecom, LLC	78863812	4/18/06	3148826	9/26/06	Registered
MATRIX TELECOM	USA	Matrix Telecom, LLC	74324478	10/22/92	1908833	8/1/95	Registered
ONE CHOICE	USA	Matrix Telecom, LLC	75391783	11/17/97	2504866	11/6/01	Registered
ONE CHOICE AND DESIGN	USA	Matrix Telecom, LLC	76243701	4/19/01	2515300	12/4/01	Registered
TOUCH 1	USA	Matrix Telecom, LLC	74177193	6/18/91	1710435	8/25/92	Registered
TRINSIC	USA	Matrix Telecom, LLC	78441595	6/25/04	3027406	12/13/05	Registered
TRINSIC	USA	Matrix Telecom, LLC	78441609	6/25/04	3230607	4/17/07	Registered
V (DESIGN)	USA	Matrix Telecom, LLC	74346612	1/8/93	1791922	9/7/93	Registered
V (DESIGN)	USA	Matrix Telecom, LLC	75926020	2/23/00	2608568	8/20/02	Registered
VARTEC	USA	Matrix Telecom, LLC	75472825	4/23/98	2224433	2/16/99	Registered
VARTEC TELECOM	USA	Matrix Telecom, LLC	74346608	1/8/93	1791920	9/7/93	Registered
WORLD RATE	USA	Matrix Telecom, LLC	75358175	9/16/97	2250455	6/1/99	Registered
IMPACT	USA	Impact Telecom, LLC	86007010	7/10/13	4619522	10/14/14	Registered
IMPACT TELECOM	USA	Impact Telecom, LLC	86007013	7/10/13	4619523	10/14/14	Registered
IMPACTCONNECT	USA	Impact Telecom, LLC	86260623	4/23/14	4773957	07/14/15	Registered