

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512889

<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>
Deutsche Telekom AG		02/26/2019	Aktiengesellschaft (Ag):
Deutsche Bank AG New York Branch		02/26/2019	Aktiengesellschaft (Ag):
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	T-Mobile USA, Inc.		
<b>Street Address:</b>	12920 S.E. 38th Street		
<b>City:</b>	Bellevue		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98006		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4293488	RELAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4253833177		
<b>Email:</b>	angella.culic1@t-mobile.com		
<b>Correspondent Name:</b>	Angella R. Dolman		
<b>Address Line 1:</b>	12920 S.E. 38th Street		
<b>Address Line 4:</b>	Bellevue, WASHINGTON 98006		
<b>NAME OF SUBMITTER:</b>	Angella R Dolman		
<b>SIGNATURE:</b>	/Angella R Dolman/		
<b>DATE SIGNED:</b>	03/05/2019		
<b>Total Attachments: 8</b>			
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**RELEASE OF TRADEMARK SECURITY INTEREST**

This RELEASE OF TRADEMARK SECURITY INTEREST (“Release”) is made and effective as of February 26, 2019 and granted by Deutsche Telekom AG (the “Collateral Agent”), an Aktiengesellschaft organized and existing under the laws of the Federal Republic of Germany, as collateral agent for the secured parties under the Credit Agreement referred to below (the “Secured Parties”), in favor of T-Mobile USA, Inc., a Delaware corporation (the “Grantor”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Secured Revolving Credit Agreement dated as of December 29, 2016 (the “Credit Agreement”) among the Grantor, T-Mobile US, Inc., the Collateral Agent and the lenders party thereto, the Grantor executed and delivered to the Collateral Agent (i) that certain Guarantee and Collateral Agreement by and among the Grantor, the other grantors party thereto and the Collateral Agent dated as of December 29, 2016 (the “Master Security Agreement”) and (ii) that certain Intellectual Property Security Agreement by IBSV LLC and the Grantor in favor of the Collateral Agent dated as of December 29, 2016 (the “IP Security Agreement” and, together with the Master Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined in the IP Security Agreement);

WHEREAS, the Trademark Collateral includes the trademark and registration listed on Schedule 1 hereto, and the goodwill of the business connected with the use of, and symbolized by, such trademark (the “Released Trademark”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5956, Frame 0507 on December 30, 2016; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Released Trademark pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

1. Partial Release of Security Interest. The Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that the Collateral Agent may have, in, to and under the following:

(a) the Released Trademark, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

For the avoidance of any doubt, the termination, release, and discharge hereunder is limited only to the Released Trademark, and does not apply in any respect to any other Collateral (as defined in the Master Security Agreement). The Collateral Agent reserves and retains its security interest (and any other right, title or interest) in and to all such other Collateral.

2. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Recordation of Release. The Collateral Agent hereby authorizes the Grantor or its designee to record this Partial Release with the United States Patent and Trademark Office.

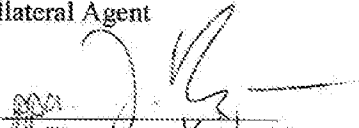
4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

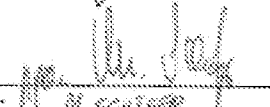
[Signature page follows]

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

DEUTSCHE TELEKOM AG

as Collateral Agent

By:   
Name: Jürgen Kistner  
Title: VP GTR-CTC

By:   
Name: M. N. Schaefer  
Title: VP GTR-MKS

Address for Notices:

[Release of Trademark Security Interest]

**SCHEDULE 1**  
**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
RELAY	United States	4293488	February 19, 2013	T-Mobile USA, Inc.

**PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST**

This PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST (“Release”) is made and effective as of February 26, 2019 and granted by Deutsche Bank AG New York Branch (the “Collateral Agent”), in its capacity as collateral agent for the secured parties under the Credit Agreement referred to below (the “Secured Parties”), in favor of T-Mobile USA, Inc., a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of November 9, 2015 (the “Credit Agreement”) among the Grantor, the Collateral Agent and the lenders party thereto, the Grantor executed and delivered to the Collateral Agent (i) that certain First Lien Guarantee and Collateral Agreement by and among T-Mobile US, Inc., the Grantor, the other grantors party thereto and the Collateral Agent dated as of November 9, 2015 (the “Master Security Agreement”) and (ii) that certain First Lien Intellectual Property Security Agreement by IBSV LLC and the Grantor in favor of the Collateral Agent dated as of November 9, 2015 (the “IP Security Agreement” and, together with the Master Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined in the IP Security Agreement);

WHEREAS, the Trademark Collateral includes the trademark and registration listed on Schedule 1 hereto, and the goodwill of the business connected with the use of, and symbolized by, such trademark (the “Released Trademark”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5670, Frame 0385 on November 17, 2015; and

WHEREAS, pursuant to that certain Officer’s Certificate, dated February 26, 2019, tendered by the Grantor to the Collateral Agent, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Released Trademark pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

1. Partial Release of Security Interest. The Collateral Agent, acting in its capacity as collateral agent on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby, without representation or warranty of any kind, terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest arising under the Security Agreements that the Collateral Agent may have, in, to and under the following:

(a) the Released Trademark, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of such Grantor accruing under the Released Trademark provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

For the avoidance of any doubt, the termination, release, and discharge hereunder is limited only and solely to the Released Trademark, and does not apply in any respect to any other Collateral (as defined in the Master Security Agreement), including, for the avoidance of any doubt, all proceeds from the sale of the Released Trademark, and all other Trademark Collateral. The Collateral Agent reserves and retains its uninterrupted security interest (and any other right, title or interest) in and to all such other Collateral and Trademark Collateral.

2. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request, and at the Grantor's sole cost and expense, in order to confirm, effectuate or record this Release.

3. Recordation of Release. The Collateral Agent hereby authorizes the Grantor or its designee to record this Partial Release with the United States Patent and Trademark Office.

4. Governing Law. This Release 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 Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]



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

DEUTSCHE BANK AG NEW YORK BRANCH

as Collateral Agent

By:   
Name: Yumi Okabe  
Title: Vice President

By:   
Name: Marguerite Sutton  
Title: Vice President

Address for Notices:

**SCHEDULE 1**  
**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
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