

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511979

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pareteum Corporation		02/26/2019	Corporation: DELAWARE
iPASS IP LLC		02/26/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Post Road Administrative LLC		
<b>Street Address:</b>	2 Landmark Sq., Suite 207		
<b>Internal Address:</b>	c/o Post Road Group		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2439510	IPASS	
<b>Registration Number:</b>	2638632	IPASS	
<b>Registration Number:</b>	3847187	IPASS	
<b>Registration Number:</b>	3805934	IPASS	
<b>Registration Number:</b>	2555322	IPASS	
<b>Registration Number:</b>	2783548	IPASS	
<b>Serial Number:</b>	86707432	IPASS	
<b>Serial Number:</b>	86707433	IPASS	
<b>Serial Number:</b>	86707435		
<b>Serial Number:</b>	86707436		
<b>Registration Number:</b>	5203122	IPASS SMARTCONNECT	
<b>Serial Number:</b>	87382816	PARETEUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8883259172		
<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>			

CH \$315.00 2439510

**Phone:** 6172390567  
**Email:** carla.hines@lockelord.com  
**Correspondent Name:** Carla Hines  
**Address Line 1:** 111 Huntington Avenue  
**Address Line 2:** Locke Lord LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02199

<b>NAME OF SUBMITTER:</b>	Carla A. Hines
<b>SIGNATURE:</b>	/s/ Carla A. Hines
<b>DATE SIGNED:</b>	02/28/2019

**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of POST ROAD ADMINISTRATIVE LLC, a Delaware limited liability company (“Post Road”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, PARETEUM CORPORATION, a Delaware corporation (the “Borrower”), any Subsidiaries of Borrower that are Guarantors or become Guarantors pursuant to Section 8.10 or Section 8.17 of the Credit Agreement (collectively, the “Guarantors”, and, together with Borrower, the “Credit Parties”), the Lenders from time to time party thereto (the “Lenders”), Post Road, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) and the Collateral Agent for the Lenders, have entered into a Credit Agreement, dated as of February 26, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, all of the Grantors are party to a Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any

Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Security Agreement are incorporated herein by reference, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**PARETEUM CORPORATION**

By:   
Name: Robert H. Turner  
Title: Executive Chairman & Principal Executive Officer

**iPASS IP LLC**

By:   
Name: Denis McCarthy  
Title: Director/CEO

SCHEDULE I

TO



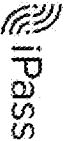
TRADEMARK SECURITY AGREEMENT

(see attached)



**SCHEDULE: U.S. TRADEMARKS**

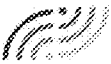
The owner of each trademark in the chart below is: **iPass IP LLC.**

<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION/ REGISTRATION NO.</b>	<b>GOODS/SERVICES</b>	<b>STATUS</b>
IPASS	United States	Application No. 75779544 Registration No. 2439510	Class 36: Financial services in the nature of collection and settlement of payments between third party commercial communications network providers  First Use: Jul-12-1996 / First Use in Commerce: Jul-12-1996	Filed Aug-17-1999  Registered Mar-27-2001
IPASS	United States	Application No. 76227527 Registration No. 2638632	Class 42: Authentication services, namely providing authentication of users seeking access to global computer networks  First Use: Jul-12-1996 / First Use in Commerce: Jul-12-1996	Filed Mar-14-2001  Registered Oct-22-2002
IPASS (New)	United States	Application No. 77804410 Registration No. 3847187	Class 09: Computer software for users and administrators for use in authenticating, accessing and administering access to computer networks and the Internet  First Use: Jul-12-1996 / First Use in Commerce: Jul-12-1996	Filed Aug-13-2009  Registered Sep-14-2010

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	STATUS
IPASS (New)	United States	Application No. 77804405 Registration No. 3805934	Class 38: Telecommunications services, namely, providing global Internet access First Use: Jul-12-1996 / First Use in Commerce: Jul-12-1996	Filed Aug-13-2009 Registered Jun-22-2010
IPASS and Design	United States	Application No. 76129606 Registration No. 2555322	Class 36: Financial services in the nature of collection and settlement of payments between third party commercial communications network providers First Use: Jun-30-1997 / First Use in Commerce: Jun-30-1997	Filed Sep-14-2000 Registered Apr-02-2002
 IPASS and Design	United States	Application No. 76129605 Registration No. 2783548	Class 38: Telecommunications services, namely providing global remote Internet access First Use: Jul-12-1996 / First Use in Commerce: Jul-12-1996	Filed Sep-14-2000 Registered Nov-18-2003
 IPASS and Design (Black & White)	United States	Application No. 86707432	Class 09: Computer software for authentication, access and administering the access to computer networks and the Internet for users and administrators Class 36: Financial services in the nature of collection and settlement of payments between third party commercial communications network providers Class 45: Authentication services,	Filed Jul-28-2015 Notice of Allowance Aug-30-2016
				



MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	STATUS
 <p>IPASS and Design (Color)</p>	United States	Application No. 86707433	<p>namely, providing authentication of users seeking access to global computer networks</p> <p>Class 09: Computer software for authentication, access and administering the access to computer networks and the Internet for users and administrators</p> <p>Class 36: Financial services in the nature of collection and settlement of payments between third party commercial communications network providers</p> <p>Class 45: Authentication services, namely, providing authentication of users seeking access to global computer networks</p>	<p>Filed Jul-28-2015</p> <p>Notice of Allowance Aug-30-2016</p>
 <p>iPass Logo (Black &amp; White)</p>	United States	Application No. 86707435	<p>Class 09: Computer software for authentication, access and administering the access to computer networks and the Internet for users and administrators</p> <p>Class 36: Financial services in the nature of collection and settlement of payments between third party commercial communications network providers</p> <p>Class 45: Authentication services, namely, providing authentication of users</p>	<p>Filed Jul-28-2015</p> <p>Notice of Allowance Aug-30-2016</p>

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	STATUS
			seeking access to global computer networks	
 iPass Logo (Color)	United States	Application No. 86707436	<p>Class 09: Computer software for authentication, access and administering the access to computer networks and the Internet for users and administrators</p> <p>Class 36: Financial services in the nature of collection and settlement of payments between third party commercial communications network providers</p> <p>Class 45: Authentication services, namely, providing authentication of users seeking access to global computer networks</p>	<p>Filed Jul-28-2015</p> <p>Notice of Allowance Aug-30-2016</p>
IPASS SMARTCONNECT	United States	Application No. 87012747 Registration No. 5203122	<p>Class 38: Telecommunications services, namely, providing internet access via wireless networks; wireless Internet access services; internet access provider services via wireless networks; internet services, namely, providing multiple user wireless access to the Internet</p> <p>First Use: Nov-30-2015 / First Use in Commerce: Nov-30-2015</p> <p>Class 42: Platform as a service (PAAS) featuring computer software platforms for</p>	<p>Filed Apr-25-2016</p> <p>Registered May-16-2017</p>

The owner of each trademark in the chart below is: **Pareteum Corporation**

Trade Mark	HGF Ref.	Applicant	Status	Country	App. Date	App. No.	Reg. Date	Reg. No.	Next Renewal	Classes	Journal Ref.
PARETEUM	N/A	Pareteum Corporation	Registered	USA	3/23/2017		12/11 2018	8738281 6		42	