

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primus Telecommunications IHC, Inc.		07/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	600 East Las Colinas Blvd., Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77232454	GLOBAL GABBER	
Registration Number:	3342159	GLOBETALK	
Registration Number:	3218984	LINGO	
Registration Number:	3218986	LINGO	
Registration Number:	3525312	LINGO UNWIRED	
Registration Number:	3401267	TALK 365	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLC		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Jennifer Ward, Esq.		
Address Line 4:	New York, NEW YORK 10036		

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TRADEMARK

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ATTORNEY DOCKET NUMBER:	695560/0019
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Ward/
Date:	07/02/2009
Total Attachments: 5 source=IP Supplement#page1.tif source=IP Supplement#page2.tif source=IP Supplement#page3.tif source=IP Supplement#page4.tif source=IP Supplement#page5.tif	

SUPPLEMENT TO GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS SUPPLEMENT TO GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of July 1, 2009 is made by PRIMUS TELECOMMUNICATIONS IHC, INC., a Delaware corporation (the "Obligor"), in favor of THE BANK OF NEW YORK MELLON, as successor Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Term Loan Agreement, dated as of February 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED, a Delaware corporation, PRIMUS TELECOMMUNICATIONS HOLDING, INC., a Delaware corporation (the "Borrower"), the Lenders, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Term Loan Agreement, the Obligor and certain other subsidiaries of the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of February 18, 2005, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks, and Obligor confirmed its pledge and grant of such security interest in Trademarks by executing and delivering a Grant of Security Interest in Trademark Rights, dated February 18, 2005, in favor of the Administrative Agent (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office against certain Trademarks at Reel 3071/Frame 0256;

WHEREAS, Obligor is the owner of the Trademarks listed on the attached Schedule A (the "New Trademarks"), which are registered or for which registration has been applied in the United States Patent and Trademark Office, and which were acquired by Obligor after the date of the Guarantee and Collateral Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Obligor agrees for the benefit of the Administrative Agent and the other 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 Term Loan Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Security Interest. Obligor hereby confirms that pursuant to the Guarantee and Collateral Agreement, the Obligor has assigned and transferred to the Administrative Agent, and has granted to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in the New Trademarks as collateral security for the prompt and complete payment and performance when due of Obligor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor 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 Lenders in conjunction with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the New Trademarks granted hereby are more fully set forth in the Term Loan Agreement, the Guarantee and Collateral Agreement and the Trademark 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.

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 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.

PRIMUS TELECOMMUNICATIONS IHC, INC.

By: Thomas R. Kloster
Name: THOMAS R. KLOSTER
Title: CFO

THE BANK OF NEW YORK MELLON,
as Administrative Agent

By: _____
Name:
Title:

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.

PRIMUS TELECOMMUNICATIONS IHC, INC.

By: _____

Name:

Title:

THE BANK OF NEW YORK MELLON,
as Administrative Agent

By: 

Name:

Title:

Melinda Valentine
Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Registration No. (Serial No.)	Registration Date (Application Date)	Owner of Record
GLOBAL GABBER	(77/232,454)	(07/18/2007)	Primus Telecommunications IHC, Inc.
GLOBETALK	3,342,159	11/20/2007	Primus Telecommunications IHC, Inc.
LINGO	3,218,984	03/13/2007	Primus Telecommunications IHC, Inc.
LINGO and Design	3,218,986	03/13/2007	Primus Telecommunications IHC, Inc.
LINGO UNWIRED	3,525,312	10/28/2008	Primus Telecommunications IHC, Inc.
TALK 365	3,401,267	03/25/2008	Primus Telecommunications IHC, Inc.

SCHEDULE A-1

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RECORDED: 07/02/2009

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