

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper, Inc.		07/01/2009	CORPORATION: NEW YORK

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: 11

Property Type	Number	Word Mark
Registration Number:	3004961	ENDLESS TALK
Registration Number:	2698069	IPRIMUS
Registration Number:	2809942	ISTERRA
Registration Number:	2809941	ISTERRA
Registration Number:	2731866	ISTERRA
Registration Number:	2869707	KOOLMINUTES.COM
Registration Number:	2194625	PRIMUS
Registration Number:	2694591	PRIMUS
Registration Number:	2679710	PRIMUS
Registration Number:	2694590	PRIMUS MORE THAN JUST TALK
Registration Number:	2048650	TELEGROUP

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900137870

**TRADEMARK
 REEL: 004016 FRAME: 0759**

CH \$290.00 3004961

Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLC
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Address Line 2: Attn: Jennifer Ward, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	695560/0019
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Ward/
Date:	07/02/2009

Total Attachments: 6
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ASSIGNMENT AND ASSUMPTION OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Assignment and Assumption"), dated as of July 1, 2009, is made by LEHMAN COMMERCIAL PAPER, INC., a New York corporation, a debtor and debtor in possession under chapter 11 of title 11 of the United States Code acting through one or more of its branches as the Administrative Agent (in such capacity, the "Existing Agent") and THE BANK OF NEW YORK MELLON, as successor Administrative Agent (in such capacity, the "Successor Agent") for the several banks and financial institutions (the "Lenders"), parties to that certain 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 (the "Parent"), PRIMUS TELECOMMUNICATIONS HOLDING, INC. (the "Borrower"), the Lenders, the Existing Agent, LEHMAN BROTHERS INC. as Arranger, and LEHMAN COMMERCIAL PAPER INC. as Syndication Agent. Capitalized terms not defined herein shall have the meanings provided or provided by reference in the Term Loan Agreement and the Guarantee and Collateral Agreement.

WHEREAS, in connection with the Term Loan Agreement, the Obligors (as defined below) 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 Existing Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"), pursuant to which the Obligors pledged and granted to the Existing Agent for the benefit of the Existing Agent and the Lenders a continuing security interest in all of each Obligors' respective Intellectual Property, including the Trademarks and Patents;

WHEREAS, to confirm its pledge and grant of security interest in the Trademarks pursuant to the Guarantee and Collateral Agreement, each of the Parent, PRIMUS TELECOMMUNICATIONS IHC, INC., and PRIMUS TELECOMMUNICATIONS, INC. (collectively, the "Trademark Obligors") executed and delivered a Grant of Security Interest in Trademark Rights, each dated February 18, 2005, in favor of the Existing Agent (collectively, the "Trademark Security Agreements"), which Trademark Security Agreements were recorded in the United States Patent and Trademark Office at Reel 3071/Frame 0264, Reel 3071/Frame 0256, and Reel 3118/Frame 0294, respectively, against certain Trademarks, including those set forth on Schedule A to this Assignment and Assumption;

WHEREAS, to confirm its pledge and grant of security interest in the Patents pursuant to the Guarantee and Collateral Agreement, PRIMUS TELECOMMUNICATIONS, INC. (the "Patent Obligor" and, together with the other Trademark Obligors, the "Obligors") executed and delivered a Grant of Security Interest in Patent Rights, dated as of October 20, 2005, in favor of the Existing Agent (the "Patent Security Agreement" and, together with the Trademark Security Agreements, the "IP

Security Agreements”), which Patent Security Agreement was recorded in the United States Patent and Trademark Office at Reel 016690/Frame 0258 against the Patent set forth on Schedule B to this Assignment and Assumption;

WHEREAS, pursuant to that certain Third Amendment to the Term Loan Agreement, dated as of the date hereof, the Existing Agent resigned as Administrative Agent under the Term Loan Agreement and the other Loan Documents and the Successor Agent was appointed as successor Administrative Agent and accepted its appointment as Successor Agent under the Term Loan Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the premises, and the agreements, provisions and covenants herein contained, the Existing Agent and the Successor Agent agree as follows:

1. The Existing Agent hereby assigns to the Successor Agent each Obligor's assignment and transfer to the Existing Agent, and grant to the Existing Agent for the ratable benefit of the Secured Parties, of a security interest in the Trademarks and Patents (including, without limitation, those Trademarks and Patents listed on Schedules A and B hereto) now owned or hereafter acquired by such Obligor or in which such Obligor now has or at anytime in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due of each such Obligor's Obligations, and the Successor Agent hereby assumes all such security interests, for its benefit and the ratable benefit of the Secured Parties.


2. This Assignment and Assumption may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

3. This Assignment and Assumption shall be governed by and construed in accordance with the laws applicable to the Term Loan Agreement.

[remainder of page intentionally left blank]

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

LEHMAN COMMERCIAL PAPER INC.,
as Existing Agent

By: 
Name: RANDALL BRAUNFELD
Title: AUTHORIZED SIGNATORY

THE BANK OF NEW YORK MELLON,
as Successor Agent

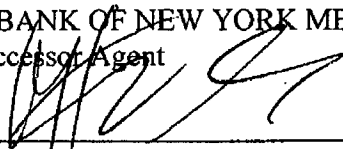
By: _____
Name: _____
Title: _____

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

LEHMAN COMMERCIAL PAPER INC.,
as Existing Agent

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK MELLON,
as Successor Agent

By: 
Name: _____
Title: **Melinda Valentine**
Vice President

SCHEDULE A TO ASSIGNMENT AND ASSUMPTION OF
SECURITY INTEREST IN TRADEMARKS

Mark	Registration No. (Application No.)	Registration Date (Application Date)	Owner of Record
ENDLESS TALK	3,004,961 (78/277,853)	10/04/2005 (07/23/2003)	Primus Telecommunications IHC, Inc
IPRIMUS	2,698,069	03/18/2003	Primus Telecommunications, Inc
ISTERRA	2,809,942	02/03/2004	Primus Telecommunications, Inc
ISTERRA	2,809,941	02/03/2004	Primus Telecommunications, Inc
ISTERRA	2,731,866	07/01/2003	Primus Telecommunications, Inc
KOOLMINUTES.COM	2,869,707	08/03/2004	Primus Telecommunications IHC, Inc
PRIMUS	2,194,625	10/13/1998	Primus Telecommunications, Inc
PRIMUS and Design	2,694,591	03/11/2003	Primus Telecommunications, Inc
PRIMUS and Design	2,679,710	01/28/2003	Primus Telecommunications, Inc
PRIMUS MORE THAN JUST TALK	2,694,590	03/11/2003	Primus Telecommunications, Inc
TELEGROUP	2,048,650	04/01/1997	Primus Telecommunications Group, Incorporated

SCHEDULE B TO ASSIGNMENT AND ASSUMPTION
OF SECURITY INTEREST IN PATENTS

Patent Title	Registration No. (Application No.)	Registration Date (Application Date)	Owner of Record
Method and system for providing voice over internet protocol telephony products	(11/078732)	(03/14/2005)	Inventors: Samuel R. Mullins, Jonathan M. Scheele, Douglas H. Weeks, Steven E. Carter and Benjamin J. Herrera ¹

¹ An assignment from the inventors to Primus Telecommunications, Inc. was filed with the United States Patent & Trademark Office on July 1, 2009.