

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
GLOBAL TELECOM & TECHNOLOGY, INC.		06/06/2011	CORPORATION: DELAWARE
GLOBAL TELECOM & TECHNOLOGY AMERICAS, INC.		06/06/2011	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	BIA DIGITAL PARTNERS SBIC II LP		
Composed Of:	COMPOSED OF BIA Digital Partners II LLC, its General Partner a Delaware LLC		
Street Address:	15120 Enterprise Court		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2964558	GLOBAL INTERNETWORKING	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6175269600		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	15627/001 (GTT)		
NAME OF SUBMITTER:	Christine Slattery		

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Signature:	/Christine Slattery/
Date:	06/06/2011
Total Attachments: 5 source=GTT Trademark Securty Agreement (Execution Copy)#page1.tif source=GTT Trademark Securty Agreement (Execution Copy)#page2.tif source=GTT Trademark Securty Agreement (Execution Copy)#page3.tif source=GTT Trademark Securty Agreement (Execution Copy)#page4.tif source=GTT Trademark Securty Agreement (Execution Copy)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of June, 2011 by the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually the "Grantor"), in favor of BIA DIGITAL PARTNERS SBIC II LP, a Delaware limited partnership (the "Purchaser").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement ("Note Purchase Agreement") dated as of the date hereof and to be entered into by and among GLOBAL TELECOM & TECHNOLOGY, INC., a Delaware corporation ("GTTI"), GLOBAL TELECOM & TECHNOLOGY AMERICAS, INC., a Virginia corporation ("GTTA"), WBS CONNECT, LLC, a Colorado limited liability company ("WBS"), PacketExchange, Inc., a Delaware corporation ("PEI") and PacketExchange (USA), Inc., a Delaware corporation ("PEIUSA" and together with GTTI, GTTA, WBS and PEI, collectively, the "Borrower"), and the Purchaser, the Purchaser has agreed to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Purchaser is willing to make the financial accommodations to Borrower as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Purchaser, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchaser, to enter into the Note Purchase Agreement, the Grantors hereby agree with the Purchaser as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Note Purchase Agreement and used herein have the meaning given to them in the Note Purchase Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Purchaser a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) each Trademark and application for Trademark of such Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Interest. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Purchaser pursuant to the Note Purchase Agreement, and the Grantors hereby acknowledge and affirm that

the rights and remedies of the Purchaser with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase 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 is deemed to conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall control.

SECTION 4. Termination. On the Maturity Date (as defined in the Note Purchase Agreement), upon written request of the Grantors, the Purchaser shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in any number or 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.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

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.

**GLOBAL TELECOM & TECHNOLOGY,
INC.**

By: 
Name: Eric A. Swank
Title: Chief Financial Officer

**GLOBAL TELECOM & TECHNOLOGY
AMERICAS, INC.**

By: 
Name: Eric A. Swank
Title: Chief Financial Officer

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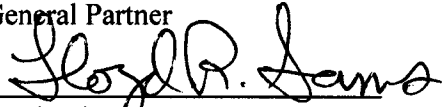
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ACKNOWLEDGED AND ACCEPTED:

BIA DIGITAL PARTNERS SBIC II LP

By: BIA Digital Partners II LLC

Its: General Partner

By: 

Name: Lloyd Sams

Title: Managing Principal

TRADEMARK SECURITY AGREEMENT

TRADEMARK

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
US Patent and Trademark Office	United States	“GlobalInternetworking” and design	2964558	07/05/2005

Trade Names

N/A

Common Law Trademarks

N/A