

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
NLAYER COMMUNICATIONS, INC.		04/30/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BIA DIGITAL PARTNERS SBIC II LP, AS AGENT		
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:	2903299	NLAYER COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
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		
NAME OF SUBMITTER:	Christine Slattery		
Signature:	/Christine Slattery/		

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TRADEMARK
REEL: 005019 FRAME: 0966

Date:

05/02/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of April, 2013 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, as agent for the Purchasers (as defined below) party to that certain Note Purchase Agreement (as defined below), (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated 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 (USA), INC., a Delaware corporation ("PEUSA"), PACKETEXCHANGE INC., a Delaware corporation ("PEINC"), COMMUNICATION DECISIONS-SNVC, LLC, a Virginia limited liability company ("Communication Decisions"), CORE180, LLC, a Delaware limited liability company ("Core180"), ELECTRA LTD., a Virginia corporation ("Electra"), IDC GLOBAL, INC., a Delaware corporation ("IDC"), NLAYER COMMUNICATIONS, INC., an Illinois corporation ("nLayer", and together with GTTI, GTTA, WBS, PEUSA, PEINC, Communication Decisions, CoreE180, Electra and IDC, individually and collectively, jointly and severally, the "Borrower"), the financial institutions from time to time party thereto as purchasers (collectively, the "Purchasers") and the Agent, the Purchasers have agreed to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are 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 Agent (for the benefit of the Purchasers), this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and Agent, to enter into the Note Purchase Agreement, the Grantors hereby agree with the Agent (for the benefit of the Purchasers) 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 Agent (for the benefit of the Purchasers) 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 Agent (for the benefit of the Purchasers) pursuant to the Note Purchase Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent and Purchasers 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 Agent, on behalf of itself and the Purchasers, 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]

ACKNOWLEDGED AND ACCEPTED:

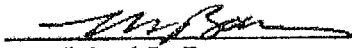
BIA DIGITAL PARTNERS SBIC II LP, as
Agent

By: BIA Digital Partners II LLC
Its: General Partner

By: Lloyd R. Sams
Name: Lloyd Sams
Title: Managing Principal

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.

NLAYER COMMUNICATIONS, INC.

By: 
Name: Michael R. Bauer
Title: CFO

Trademark Security Agreement

TRADEMARK
REEL: 005019 FRAME: 0971

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
nLayer Communications, Inc.	U.S.A.	NLayer Communications	2903299	11/16/2004

Trade Names

Common Law Trademarks