

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neutral Tandem, Inc.		04/30/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NT Network Services LLC		
Street Address:	7900 Tysons One Place, Suite 1450		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4199402	ETHERCLOUD	
Serial Number:	85309065	ETHERCLOUD	
Serial Number:	85494094	ETHERVISION	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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>			
Phone:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	132210/238292		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	03/23/2016		
Total Attachments: 5			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is entered into as of April 30, 2013, by and between Neutral Tandem, Inc. (d/b/a Inteliquent), a corporation organized under the laws of the state of Delaware ("Assignor") and NT Network Services LLC, a limited liability company organized under the laws of the state of Delaware ("Assignee").

WHEREAS, this Agreement is entered into in connection with that certain Equity Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Assignor and Global Telecom & Technology, Inc., a corporation organized under the laws of the state of Delaware.

WHEREAS, Assignor is the sole member of Assignee;

WHEREAS, Assignor owns certain assets identified on Schedule 1 hereto (the "US Business Assets") that are used or held for use in the Business (as defined in the Purchase Agreement), the sale and purchase of which is the subject of the transactions contemplated by the Purchase Agreement;

WHEREAS, the Purchase Agreement contemplates that US Purchaser will purchase all of the issued and outstanding equity interests of Assignee; and

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all of its rights, title, interests and obligations in, to and under the US Business Assets, and Assignee desires to obtain an assignment of, and to assume, all of Assignor's rights, title, interests and obligations in, to and under the US Business Assets.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title, interests and obligations in, to and under the US Business Assets, and Assignee hereby assumes all of Assignor's right, title, interests and obligations in, to and under the US Business Assets, effective as of the date hereof. Assignee shall be responsible for the due performance and observance of all agreements, covenants, conditions and provisions relating to or arising out of the US Business Assets.
2. Non-Assignable Agreements. Nothing in this Agreement shall be construed as an attempt by Assignor to assign to Assignee pursuant to this Agreement any contract, permit, claim or asset included in the US Business Assets which is by its terms or by law nonassignable without the consent of any other party or parties, unless such consent or approval shall have been given, or as to which all the remedies for the enforcement thereof available to Assignor would not by law pass to Assignee as an incident of the assignments provided for by this Agreement (a "Non-Assignable Contract"). The parties hereto shall use commercially reasonable efforts and shall cooperate in any commercially

reasonable arrangement to assure Assignee the benefits of such Non-Assignable Contract to the extent permitted by law. To the extent lawful, practicable and reasonable in the circumstances, including the obtaining of any such necessary consent or approval after the Closing (as defined in the Purchase Agreement), Assignor and Assignee shall cooperate and shall take commercially reasonable actions to assure that the rights of Assignor under the Non-Assignable Contracts shall be preserved for the benefit of Assignee.

3. Post-Effectiveness Cooperation. If, after the effective time of this Agreement, Assignor obtains knowledge that it continues to possess certain assets utilized exclusively in the operation of the Business in the United States as of the date hereof, it shall promptly assign, transfer and convey such assets to Assignee. Conversely, if, after the effective time of this Agreement, Assignee obtains knowledge that, pursuant to this Agreement, it has been assigned certain assets that were not utilized exclusively in the operation of the Business in the United States as of the date hereof and were incorrectly categorized as US Business Assets, it shall promptly assign, transfer and convey such assets to Assignor.
4. Effective Time. This Agreement shall be effective immediately prior to the Closing (as defined in the Purchase Agreement).
5. No Representations or Warranties. The Assignee hereby acknowledges and agrees that neither the Assignor nor any of its Affiliates (as defined in the Purchase Agreement) makes any representations or warranties herein with respect to the US Business Assets.
6. Binding Effect. This Agreement shall inure to the benefit of and be binding upon and enforceable by and against, the parties hereto and their respective successors and permitted assigns, whether or not so expressed. The parties shall execute and deliver such further and additional instruments, agreements, and other documents as may be necessary to evidence or carry out the provisions of this Agreement.
7. Governing Law. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of New York, without giving effect to its conflict of law rules.
8. Counterparts. This Assignment may be signed in counterparts, each of which shall be deemed to be an original and all such counterparts shall be deemed one and the same instrument. Signatures to this Agreement transmitted by facsimile or electronically shall be binding on the party transmitting such signatures and such party shall not use as a defense against the enforceability of this Agreement the fact that such signature so transmitted is not an original.
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, among the parties with respect to the subject matter hereof.
10. Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and duly executed, in the case of an

amendment, by both parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Assignment. Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party.

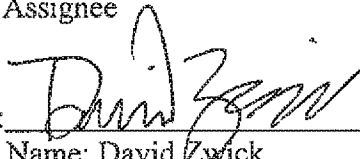
[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

NEUTRAL TANDEM, INC.,
As Assignor

By: 
Name: David Zwick
Title: Executive Vice President and
Chief Financial Officer

NT NETWORK SERVICES, LLC,
As Assignee

By: 
Name: David Zwick
Title: Manager

Project Tango
Intellectual Property Assets
Intellectual Property Owned by Neutral Tandem to be Transferred to Buyer

Patents and Patent Applications:

Title	Country	Serial No.	Filing Date	Patent No.	Issue Date	Owner
SYSTEM AND METHODS FOR MANAGING INTERCONNECTION AND SERVICE ASPECTS OF EXTERNAL CONNECTIONS TO A CENTRAL NETWORK	U.S.	13/593,025	8/23/2012	—	—	Neutral Tandem, Inc.
SYSTEM AND METHODS FOR MANAGING INTERCONNECTION AND SERVICE ASPECTS OF EXTERNAL CONNECTIONS TO A CENTRAL NETWORK	PCT	PCT/US13/24007	1/31/2013	—	—	Neutral Tandem, Inc.
SYSTEMS AND METHODS FOR DIAGNOSTIC, PERFORMANCE AND FAULT MANAGEMENT OF A NETWORK	U.S.	61/606,229	3/2/2012	—	—	Neutral Tandem, Inc.

Trademark Registrations and Applications:

Mark	Serial No. / Reg. No.	Filing Date / Reg. Date	Country/Class	Goods	Owner
ETHERCLOUD	85/265067 - 4199402	3/11/2011 - 8/28/2012	U.S. / 38 Int.	Telecommunications services	Neutral Tandem, Inc.
ETHERCLOUD	9864778 - 9864778	4/4/2011 - 8/17/2011	European Comm. / 38 Int.	Telecommunications services	Neutral Tandem, Inc.
ETHERCLOUD	1448506 - 1448506	9/9/2011 - 9/9/2011	Australia / 38 Int.	Telecommunications services	Neutral Tandem, Inc.
ETHERCLOUD	831220830 - (Pending)	9/9/2011	Brazil / 38 Int.	Telecommunications services	Neutral Tandem, Inc.
ETHERCLOUD	1542951 - (Pending)	9/9/2011	Canada / 38 Int.	Telecommunications services	Neutral Tandem, Inc.
ETHERCLOUD	302028618 - 302028618	9/9/2011 - 9/9/2011	Hong Kong / 38 Int.	Telecommunications services	Neutral Tandem, Inc.
ETHERCLOUD	T1112555F - T1112555F	9/9/2011 - 1/12/2012	Singapore / 38 Int.	Telecommunications services	Neutral Tandem, Inc.
ETHERCLOUD (& DESIGN)	85/309065 - 47226443	4/30/2011 - 1/15/2013	U.S. / 38 Int.	Telecommunications services	Neutral Tandem, Inc.
ETHERCLOUD (& DESIGN)	10146744 - 10146744	7/25/2011 - 12/7/2011	European Comm. / 38 Int.	Telecommunications services	Neutral Tandem, Inc.
ETHERVISION	85/494094 - (Pending)	12/13/2011	U.S. / 09 Int.	Software, namely, fault and performance management software for communications network services	Neutral Tandem, Inc.