

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Second Amended and Restated Patent Security Agreement												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>MTAC HOLDING CORPORATION</td> <td>08/02/2010</td> </tr> <tr> <td>MATRIX TELECOM, INC.</td> <td>08/02/2010</td> </tr> <tr> <td>AMERICATEL CORPORATION</td> <td>08/02/2010</td> </tr> <tr> <td>STARTEC GLOBAL CANADIAN HOLDING COMPANY</td> <td>08/02/2010</td> </tr> <tr> <td>MATRIX TELECOM OF VIRGINIA, INC.</td> <td>08/02/2010</td> </tr> </tbody> </table>		Name	Execution Date	MTAC HOLDING CORPORATION	08/02/2010	MATRIX TELECOM, INC.	08/02/2010	AMERICATEL CORPORATION	08/02/2010	STARTEC GLOBAL CANADIAN HOLDING COMPANY	08/02/2010	MATRIX TELECOM OF VIRGINIA, INC.	08/02/2010
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>PCRL III INVESTMENTS L.P., as Agent</td> </tr> <tr> <td>Street Address:</td> <td>2101 Cedar Springs Road, Suite 700</td> </tr> <tr> <td>City:</td> <td>Dallas</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>75201</td> </tr> </table>		Name:	PCRL III INVESTMENTS L.P., as Agent	Street Address:	2101 Cedar Springs Road, Suite 700	City:	Dallas	State/Country:	TEXAS	Postal Code:	75201		
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CORRESPONDENCE DATA													
<p>Fax Number: (213)627-0705</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 213.683.5698</p> <p>Email: MinetteTayco@paulhastings.com</p> <p>Correspondent Name: Minette M. Tayco</p> <p>Address Line 1: 515 S. Flower St., 25th Floor</p> <p>Address Line 2: Paul, Hastings, Janofsky & Walker LLP</p> <p>Address Line 4: Los Angeles, CALIFORNIA 90071</p>													
ATTORNEY DOCKET NUMBER:	HBK/MATRIX (57346.00032)												

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PATENT
REEL: 024785 FRAME: 0846

CH \$80.00 6636486

NAME OF SUBMITTER:

Minette M. Tayco

Total Attachments: 6

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SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This **SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT** (this "**Patent Security Agreement**") is made this 2nd day of August, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually a "**Grantor**"), and **PCRL III INVESTMENTS L.P.**, a Texas limited partnership, in its capacity as administrative agent for the Lender Group (together with its successors, "**Agent**").

WITNESSETH:

WHEREAS, **MTAC HOLDING CORPORATION**, a Delaware corporation ("**Parent**"), **MATRIX TELECOM, INC.**, a Texas corporation ("**Matrix**"), **AMERICATEL CORPORATION**, a Delaware corporation ("**AmericaTel**"), **STARTEC GLOBAL CANADIAN HOLDING COMPANY**, a Delaware corporation ("**Startec Canadian Holdco**"; Startec Canadian Holdco, Matrix, and AmericaTel are referred to hereinafter each individually as a "**Borrower**", and individually and collectively, jointly and severally, as the "**Borrowers**"), the lenders party thereto as "**Lenders**" ("**Lenders**"), and Agent are parties to that certain Amended and Restated Credit Agreement, dated as of December 29, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which the Lender Group agreed to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, Grantors and Agent, for the benefit of the Lender Group, are parties to that certain Amended and Restated Security Agreement, dated as of December 29, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Existing Security Agreement**");

WHEREAS, contemporaneously herewith, Parent, Borrowers, Agent, and the Lenders are entering into that certain Amendment Number Two to Amended and Restated Credit Agreement ("**Second Amendment to Credit Agreement**"); and

WHEREAS, in connection with that certain Second Amendment to Credit Agreement and the transactions contemplated thereby, Grantors have agreed to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement in order to amend and restate the Existing Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**");

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on **Schedule I** hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and

any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MTAC HOLDING CORPORATION,
a Delaware corporation, as a Grantor

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President

MATRIX TELECOM, INC.,
a Texas corporation, as a Grantor

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President

AMERICATEL CORPORATION,
a Delaware corporation, as a Grantor

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President

STARTEC GLOBAL CANADIAN HOLDING
COMPANY, a Delaware corporation, as a Grantor

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President


MATRIX TELECOM OF VIRGINIA, INC.,
a Virginia corporation, as a Grantor

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

PCRL III INVESTMENTS L.P.,
a Texas limited partnership, as Agent

By: HBK Services LLC, its Investment Advisor

By: 
Name: J. Baker Gentry, Jr.
Title: Its Authorized Signatory

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

<u>Grantor</u>	<u>Title</u>	<u>Patent No. / Issue Date</u>	<u>Application No. / Filing Date</u>
Matrix Telecom, Inc., by assignment from Comtel Telcom Assets LP	SYSTEM, METHOD AND APPARATUS FOR MONITORING AND ANALYZING TRAFFIC DATA FROM MANUAL REPORTING SWITCHES	6636486 USA 10/21/2003	09347249 07/02/1999
Matrix Telecom, Inc., by assignment from Comtel Telcom Assets LP	ORDER ENTRY SYSTEM FOR CHANGING COMMUNICATION SERVICE	6085171 USA 07/04/2000	09245786 02/05/1999
Matrix Telecom, Inc., by assignment from Comtel Telcom Assets LP	ORDER ENTRY SYSTEM FOR CHANGING COMMUNICATION SERVICE	2361444 Canada 07/10/2007	PCT/US2000/002598 02/01/2000

Patent License

None.