

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Maritime Telecommunications Network, Inc.	03/04/2011

RECEIVING PARTY DATA

Name:	Jefferies Finance, LLC, as Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	5410327
Patent Number:	5313219
Application Number:	12617207

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	5410327
NAME OF SUBMITTER:	Eileen Sullivan

Total Attachments: 5
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Patent Security Agreement

This Patent Security Agreement (this "Patent Security Agreement"), dated as of March 4, 2011, by Maritime Telecommunications Network, Inc. (the "Patent Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent (the "Collateral Agent") pursuant to the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Patent Pledgor, MTN Acquisition Corporation, a Delaware corporation ("Parent"), MariTel Holdings, Inc., a Delaware corporation ("Holdings"), and the other guarantors from time to time party thereto (together with Holdings and Parent, the "Guarantors"; the Patent Pledgor, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), are parties to that certain Security Agreement, dated as of March 4, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement;" capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), made by the Pledgors in favor of the Collateral Agent; and

WHEREAS, pursuant to the terms of the Security Agreement, the Patent Pledgor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to continue to make Credit Extensions under the Credit Agreement (as defined in the Security Agreement), the Patent Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. The Patent Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Patent Pledgor (collectively, the "Patent Collateral");

- (a) Patents of such Patent Pledgor listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property)

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Patent Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 10.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Patent Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES, OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH SHALL APPLY HERETO.

[SIGNATURE PAGE FOLLOWS]

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


MARITIME TELECOMMUNICATIONS NETWORK,
INC.

By: Jeanne Prayther
Name: Jeanne Prayther
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E.J. Hess
Title: Managing Director

[Signature Pate to Patent Security Agreement]

PATENT
REEL: 025907 FRAME: 0488

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Maritime Telecommunications Network, Inc.	5410327	Shipboard Stabilized Radio Antenna Mount System
Maritime Telecommunications Network, Inc.	5313219	Shipboard Stabilized Radio Antenna Mount System

Patent Applications:

OWNER	APPLICATION NUMBER	TITLE
Maritime Telecommunications Network, Inc.	12/617,207	"TRACKING PASSENGERS ON CRUISE SHIPS"