

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CEQUINT, INC.	02/03/2012
RECEIVING PARTY DATA	
Name:	SUNTRUST BANK
Street Address:	303 PEACHTREE STREET
Internal Address:	3RD FLOOR
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30308
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	6353664
Patent Number:	6985572
Patent Number:	7200212
Patent Number:	7170984
Patent Number:	7170985
Application Number:	12191892
Application Number:	12422919
Application Number:	12349679
Application Number:	12422927
Application Number:	12422935
Application Number:	12422940
Application Number:	12723518
Application Number:	12555719
Application Number:	12555731

CH \$640.00 6353664

Application Number:	12191904
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Application Number:	11732445
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**CORRESPONDENCE DATA**

Fax Number: (704)444-1111

Phone: 7044441000

Email: rieko.welch@alston.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Alston &amp; Bird LLP

Address Line 1: 101 S. Tryon Street, Suite 4000

Address Line 2: Bank of America Plaza

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER:	001833/409327
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NAME OF SUBMITTER:	Michael Karamat
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**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 3, 2012, by CEQUINT, INC., a Washington corporation ("Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, in its capacity as Agent for its benefit and the benefit of the other Secured Parties ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Transaction Network Services, Inc., as Borrower, TNS, Inc., the Lenders from time to time party thereto (the "Lenders") and the Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrower;

WHEREAS, Agent, Lenders and the L/C Issuer are willing to make Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement and the Secured Parties are willing to provide other accommodations afforded the Credit Parties, for itself and the ratable benefit of Secured Parties, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Secured Parties, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Secured Parties, this Patent 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, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement. "Secured Parties" means, subject to Section 8.2.(o) of the Credit Agreement, those "Secured Parties" as defined in Annex A of the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Secured Parties, a continuing first priority security interest in all of 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 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, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License if Grantor has the right to make such a claim under such Patent License.

Notwithstanding any of the other provisions set forth herein, this Patent Security Agreement shall not constitute a grant of a security interest in any Patent or Patent License to the extent such grant of a security interest is prohibited by or constitutes a breach or default under any contract or License or would jeopardize Grantor's rights therein or thereunder or issued patents or applications therefor; provided that (i) if the contract or License is listed on Schedule I, Grantor shall so indicate any such limitations on the attached Schedule I and (ii) if at any later time such grant of a security interest is not prohibited by or does not constitute a breach or default under any contract or License and would not jeopardize Grantor's rights therein or thereunder or issued patents or applications therefor, the rights and property as to which such prohibition previously applied shall automatically be included in the Patent Collateral, without further action on the part of any Grantor or Agent.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Secured Parties, pursuant to the Security Agreement. 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.

4. NOTICE. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

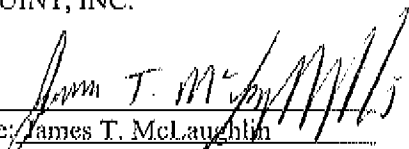
6. CONSENT TO JURISDICTION. EACH PARTY HERETO HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND ANY APPELLATE COURT FROM ANY THEREOF AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH PARTY HERETO EXPRESSLY SUBMITS AND CONSENTS TO THE

JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PERSON BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, IN ACCORDANCE WITH THE NOTICE PROVISION SET FORTH HEREIN AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. THE GRANTOR IN ANY EVENT WILL USE ALL COMMERCIALY REASONABLE EFFORTS TO PRODUCE IN ANY SUCH DISPUTE RESOLUTION PROCEEDING, AT THE TIME AND IN THE MANNER REQUESTED BY AGENT OR ANY LENDER, ALL PERSONS, DOCUMENTS (WHETHER IN TANGIBLE, ELECTRONIC OR OTHER FORM) OR OTHER THINGS UNDER ITS CONTROL AND RELATING TO THE DISPUTE.

[signature page follows]

IN WITNESS WHEREOF, 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.

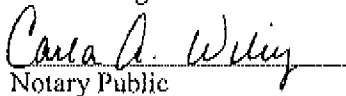
CEQUINT, INC.

By:   
Name: James T. McLaughlin  
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia )  
 ) ss.  
COUNTY OF Fairfax )

On this 3<sup>rd</sup> day of February, 2012 before me personally appeared James T. McLaughlin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cequent, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

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**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT**

**OWNED U.S. PATENTS AND APPLICATIONS**

<b>COUNTRY</b>	<b>TITLE</b>	<b>APP/PAT NO.</b>	<b>APP/ISSUE DATE</b>
US	Caller ID Equipment Which Displays Location of Caller	6353664	5 Mar 2002
US	Decoding and Processing System for Advanced Determination and Display of City and State Caller Information	6985572	10 Jan 2006
US	Decoding and Processing System for Advanced Determination and Display of City and State Caller Information	7200212	3 Apr 2007
US	Methods and Systems for Improved Caller Name Identification On A Telephone Network	12/191892	14 Aug 2008
US	System and Method for Enhanced Display of "In-Network Caller" Information On a Mobile Device	12/422919	13 Apr 2009
US	Delivery of Caller Identification Data to a Mobile Device Using Application Directed Short Messaging Service	12/349679	7 Jan 2009
US	System and Method for Determination of Network and Conditional Execution of Applications and Promotions	12/422927	13 Apr 2009
US	System And Method For Refreshing Caller Directory Data	12/422935	13 Apr 2009
US	System and Method for Local Handset Check of the NXX Local Exchange to Determine Carrier	12/422940	13 Apr 2009
US	Systems and Methods for Improved Content Delivery to Mobile Communications Devices	12/723518	12 Mar 2010
US	Systems and Methods for Automatic Delivery of 411 Caller Information	12/555719	8 Sep 2009
US	Systems and Methods for Enhanced Display of 411 Information on a Mobile Headset	12/555731	8 Sep 2009
US	Systems And Methods For Deployment And Sale Of Advanced Calling Features	12/191904	14 Aug 2008
US	Method for advanced determination and display of caller geographic information in a PBX	7170984	30 Jan 2007
US	System And Method For Refreshing Caller Directory Data	12/422935	13 Apr 2009
US	Systems And Methods For Deployment And Sale Of Advanced Calling Features	12/191904	14 Aug 2008
US	System and method for providing caller id name display in wireless communications system	11/732445	02 Apr 2007
US	Method for advanced determination and display of caller geographic information in a PBX	7170984	30 Jan 2007
US	Method for advanced determination and display of caller geographic information in a centralized wireless architecture	7170985	30 Jan 2007