

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2889427

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NTS COMMUNICATIONS, INC.	06/06/2014
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BDC, INC., AS COLLATERAL AGENT
Street Address:	1 AMERICAN LANE
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06831
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5546398
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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>	
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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:	32868/013
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	06/09/2014
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is made this 6 day of June, 2014, by and among each of the parties listed on the signature pages hereof (collectively, jointly and severally, the “**Grantors**” and each, individually, a “**Grantor**”) and **GOLDMAN SACHS BDC, INC.**, in its capacity as the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 6, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among **NTS, INC.**, a Nevada corporation (“**NTS**”), **NTS COMMUNICATIONS, INC.**, a Texas corporation (“**NTS Communications**”), **XPHONE USA, INC.**, a Mississippi corporation (“**Xfone**”), and together with **NTS** and **NTS Communications**, individually and collectively, jointly and severally, “**Borrower**”), **T3 NORTH INTERMEDIATE HOLDINGS, INC.**, a Nevada corporation (“**Parent**”), any Subsidiaries of Parent that are Guarantors or become Guarantors thereunder pursuant to Section 7.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), **GOLDMAN SACHS BDC, INC.** as the administrative agent for the Lenders and the Collateral Agent, the Lenders have agreed to extend Loans to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement; and

WHEREAS, the Lenders are willing to extend Loans to the Borrower as provided for in the Credit Agreement, and the other Credit Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of June 6, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants and pledges to the Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following Collateral owned by such Grantor, whether now owned or hereafter acquired or arising (collectively, the “**Patent Collateral**”):

- (a) all Patents, including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any of the foregoing, including the right to receive damages, or right to receive license fees, royalties, and other compensation with respect to the foregoing under any Patent Intellectual Property License to which such Grantor is a party.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter during the term of the Security Agreement.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Patent that constitutes 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. [RESERVED].

6. COUNTERPARTS. This Patent Security Agreement is a Credit Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NTS COMMUNICATIONS, INC.

By: 

Name: Guy Nissenon

Title: President

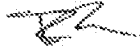
[Signature Page to Patent Security Agreement]

PATENT
REEL: 033105 FRAME: 0609

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BDC, INC., as the
Collateral Agent

By: 
Name: Brendan McGovern
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 033105 FRAME: 0610

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Grantor	Country	Patent	Application/ Patent No.	Filing Date
NTS Communications, Inc.	U.S.	Signal Intercept System and Method	Patent no. 5546398	7/23/93