

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ECI HOLDING (HUNGARY) KORLATOLT FELELOSSEGU TARSASAG		12/14/2007	KmbH:
TELECOM INVESTMENTS (FINANCE) LLC		12/14/2007	LIMITED LIABILITY COMPANY:
ECI TELECOM DND, INC.		12/14/2007	CORPORATION:
ECI TELECOM INC.		12/14/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1518674	TELEMATICS
Registration Number:	2247973	HI-FOCUS
Serial Number:	78847750	ST
Serial Number:	78847763	SHADETREE
Serial Number:	76663255	LRISC

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3016380511  
 Email: ipresearchplus@comcast.net

OP \$140.00 1518674

Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

32673

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

01/31/2008

**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT dated as of December 14, 2007 (this "*Agreement*"), among ECI HOLDING (HUNGARY) KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG ("*Holdings*"), TELECOM INVESTMENTS (FINANCE) LLC (the "*Borrower*"), the subsidiaries of Holdings listed on Schedule I hereto and Credit Suisse, as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Second Lien Pledge and Security Agreement (U.S.) dated as of September 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Grantors from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of September 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Holdings, the Borrower, the Lenders party thereto and Credit Suisse, as administrative agent and collateral agent. The Lenders have agreed to make loans to the Borrower pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and each Subsidiary Grantor are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all

extensions or renewals thereof, including those listed on Schedule II (the "*Trademarks*");

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement Governs. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 28, 2007 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG TELECOM INVESTMENTS (FINANCE) LLC, ECI HOLDING (HUNGARY) KORLÁTOLT FELELŐS ÉGŰ T Á RSAS Á G, THE SUBSIDIARIES OF ECI HOLDING (HUNGARY) KORLÁTOLT FELELŐS ÉGŰ T Á RSAS Á G PARTY THERETO, CREDIT SUISSE, AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN), AND CREDIT SUISSE, AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ECI HOLDING (HUNGARY) KORLATOLT  
FELELŐSSÉGŰ TÁRSASÁG,

by

Name:  
Title:

TELECOM INVESTMENTS (FINANCE)  
LLC,

by

Name:  
Title:

[Second Lien Trademark Security U.S.]

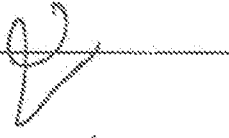
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BCI TELECOM DND, INC.,

by

Name:

Title:

A handwritten signature in black ink, consisting of a large, stylized initial 'B' followed by a cursive name, written over a horizontal dotted line.

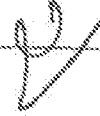
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BCI TELECOM INC.,

by

Name:  
Title:


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[Second Lion Trademark Security U.S.]

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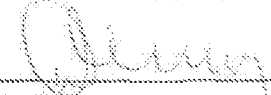
CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

by



Name: ROBERT HETU  
Title: MANAGING DIRECTOR

by



Name: JOSEPH L. ALVAREZ  
Title: ASSOCIATE

[Second Lien Trademark Security U.S.]

[[8038407]]



Schedule I

Subsidiary Grantors
ECI Telecom DND, Inc.
ECI Telecom Inc.

{{S02S(07)}}

Schedule II

I. Trademarks

Registered Owner	Mark	Registration Number	Registration Date
ECI Telecom Inc.	TELEMATICS	1,518,674	03/JAN/1989
ECI Telecom Inc.	HI-FOCUS	2,247,973	25/MAY/1999

II. Trademark Applications

Registered Owner	Mark	File Number	Date Filed
ECI Telecom DND, Inc.	SF	78/847,750	28/MAR/2006
ECI Telecom DND, Inc.	SHADETREE	78/847,763	28/MAR/2006
ECI Telecom DND, Inc.	LRISC	76/663,255	18/JUL/2006

III. Trademark Licenses

Licensee	Licensor	Mark	Registration Number	Expiration Date
None.				

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