

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
SKYPE LIMITED		11/25/2009	Limited Company: IRELAND

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3403727	SKYPE ZONES
Registration Number:	3263303	SKYPE
Registration Number:	3263302	SKYPE
Registration Number:	3304887	SKYPE IN
Registration Number:	3263304	SKYPE OUT
Registration Number:	3263305	S
Registration Number:	3314895	S
Registration Number:	3253361	SKYPECASTS
Registration Number:	3005039	SKYPE
Serial Number:	77804326	SKYPE ACADEMY
Serial Number:	77815168	SILK
Serial Number:	77596104	SKYPE ACCESS
Serial Number:	77446504	SKYPEPHONE
Serial Number:	77280371	

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Serial Number:	77275843	SKYPE UNLIMITED
Serial Number:	77446428	SKYPEPHONE
Serial Number:	77283958	SKYPE CERTIFIED HIGH QUALITY VIDEO
Serial Number:	77179335	SKYPE
Serial Number:	77084120	SKYPE PRO
Serial Number:	77123746	SKYPE PRIME
Serial Number:	77111928	SKYPEFIND
Serial Number:	77062695	TAKE A DEEP BREATH
Serial Number:	78774556	SKYPE CERTIFIED
Serial Number:	78756436	SKYPE ZONES
Serial Number:	78735418	S
Serial Number:	78703551	SKYPE ME
Serial Number:	78667636	SKYPE OUT
Serial Number:	78667603	SKYPE IN
Serial Number:	78602333	SKYPE
Serial Number:	78604337	SKYPE

CORRESPONDENCE DATA

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Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
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Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	35237
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/27/2010

Total Attachments: 96
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NON-U.S. LOAN PARTY INTELLECTUAL PROPERTY
SECURITY AGREEMENT

dated as of

November 25, 2009,

among

SKYPE LIMITED,

THE OTHER GRANTORS FROM TIME TO TIME PARTY HERETO

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

[CS&M Ref. No. 6701-813]

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NON-U.S. LOAN PARTY INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of November 25, 2009 (this "Agreement"), among SKYPE LIMITED, the other GRANTORS from time to time party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made to the Credit Agreement dated as of November 19, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Springboard Group S.à.r.l., a *société à responsabilité limitée* organized under the laws of Luxembourg ("Holdings"), Springboard Finance, L.L.C., a Delaware limited liability company (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors 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 and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. (a) Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Credit Agreement; provided that each term defined in the New York UCC (as defined herein) and not defined in this Agreement shall have the meaning specified in the New York UCC.

(b) The rules of construction specified in Section 1.03 and 1.04 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

(c) References to "each Grantor" and "the Grantors" shall be deemed to refer to Skype Limited until such time as an additional Subsidiary shall become a Grantor hereunder pursuant to Section 4.14.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Agreement" has the meaning assigned to such term in the preamble to this Agreement.

"Borrower" has the meaning assigned to such term in the introductory paragraph to this Agreement.

"Collateral" has the meaning assigned to such term in Section 2.01.

“Copyright License” means any written agreement, now or hereafter in effect, granting to any Person any right under any Copyright now or hereafter owned by any other Person or that such other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

“Copyrights” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all copyright rights in any work arising under the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office (or any similar office in any other country), including, in the case of any Grantor, the Copyrights set forth next to its name on Schedule I.

“Credit Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Grantors” means (a) Skype Limited and (b) each other Foreign Subsidiary that becomes a party to this Agreement as a Grantor after the Effective Date.

“Intellectual Property” means, with respect to any Person, all intellectual and similar property of every kind and nature now owned or hereafter acquired by any such Person, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“License” means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Person is a party, including those exclusive Copyright Licenses under which any Grantor is a licensee listed on Schedule I.

“Loan Document Obligations” means (a) the due and punctual payment by the Borrower of (i) the principal of and interest at the applicable rate or rates provided in the Credit Agreement (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of the Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary

obligations incurred during the pendency of any bankruptcy, insolvency, examinership, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual payment and performance of all other obligations of the Borrower under or pursuant to each of the Loan Documents and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, examinership, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Patent License” means any written agreement, now or hereafter in effect, granting to any Person any right to make, use or sell any invention on which a Patent, now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, is in existence, and all rights of any such Person under any such agreement.

“Patents” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Secured Cash Management Obligations” means the due and punctual payment and performance of all obligations of Holdings and the Subsidiaries in respect of any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers of funds provided to Holdings or any Subsidiary (whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) that are (a) owed to the Administrative Agent or any of its Affiliates, (b) owed on the Effective Date to a Person that is a Lender or an Affiliate of a Lender as of the Effective Date, (c) owed to a Person that is a Lender or an Affiliate of a Lender at the time such obligations are incurred or (d) owed to any other Person, provided that the obligations owed to any such other Person arose in respect of services provided by such Person in a jurisdiction where none of the Administrative Agent, the Revolving Lenders or any of their Affiliates, at the time such obligations arose, offered to provide such services.

“Secured Obligations” means (a) the Loan Document Obligations, (b) the Secured Cash Management Obligations and (c) the Secured Swap Obligations.

“Secured Parties” means (a) each Lender, (b) each Issuing Bank, (c) the Administrative Agent, (d) each Joint Bookrunner, (e) each Person to whom any Secured Cash Management Obligations are owed, (f) each counterparty to any Swap Agreement the obligations under which constitute Secured Swap Obligations, (g) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (h) the permitted successors and assigns of each of the foregoing.

“Secured Swap Obligations” means the due and punctual payment and performance of all obligations of Holdings and the Subsidiaries under each Swap Agreement that (a) is with a counterparty that is the Administrative Agent or any of its Affiliates, (b) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (c) is entered into after the Effective Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into.

“Security Interest” has the meaning assigned to such term in Section 2.01(a).

“Skype Limited” means Skype Limited, a company incorporated under the laws of Ireland with registered number 394613 and having its registered office at Arthur Cox Building, Earlsfort Terrace, Dublin 2, Ireland.

“Supplement” means an instrument in the form of Exhibit I hereto, or any other form approved by the Administrative Agent, and in each case reasonably satisfactory to the Administrative Agent.

“Trademark License” means any written agreement, now or hereafter in effect, granting to any Person any right to use any Trademark now or hereafter owned by any other Person or that any other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

“Trademarks” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (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 thereof, and all registration and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark 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, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill; provided that the foregoing shall exclude any intent-to-use trademark applications filed in the United States Patent and Trademark Office.

ARTICLE II

Security Interests

SECTION 2.01. Security Interest. (a) As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any and all of the following assets 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 "Collateral"):

(i) all Copyrights;

(ii) all Patents;

(iii) all Trademarks;

(iv) all Licenses;

(v) all other Intellectual Property; and

(vi) all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that in no event shall the Security Interest attach to (A) any license, contract or agreement to which a Grantor is a party or any of its rights or interests thereunder if, to the extent and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any such license, contract or agreement (other than to the extent that any such term would be rendered ineffective, or is otherwise unenforceable, pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC or any other applicable Requirement of Law); provided that, to the extent severable, the Security Interest shall attach immediately to any portion of such license, contract or agreement that does not result in any such breach, termination or default, including any Proceeds of such license, contract or agreement; (B) any asset owned by any Grantor that is subject to a Lien of the type permitted by Section 6.02(iv) of the Credit Agreement (whether or not incurred pursuant to such Section) or a Lien permitted by Section 6.02(xi) of the Credit Agreement, in each case if, to the extent and for so long as the grant of a Lien thereon hereunder to secure the Secured Obligations constitutes a breach of or a default under any agreement pursuant to which such Lien has been created; provided that the Security Interest shall attach immediately to any such asset (x) at the time the provision of such agreement containing such restriction ceases to be in effect and (y) to the extent any such breach or default is not rendered ineffective by, or is otherwise unenforceable under, any Requirements of Law; (C) any asset owned by any Grantor with respect to which Holdings shall have provided to the Administrative Agent a certificate of a Financial Officer to the effect that, based on advice of outside counsel or tax advisors of national recognition, the creation of such security interest in

such asset hereunder would result in adverse tax consequences to Holdings and the Subsidiaries (other than on account of any Taxes payable in connection with filings, recordings, registrations, stampings and any similar acts in connection with the creation or perfection of the Liens granted hereunder) that shall have been determined by Holdings to be material to Holdings and the Subsidiaries; (D) any asset owned by any Grantor if, to the extent and for so long as the grant of such security interest in such asset shall be prohibited by any applicable Requirements of Law (other than to the extent that any such prohibition would be rendered ineffective pursuant to the New York UCC or any other applicable Requirements of Law); provided that the Security Interest shall attach immediately to such asset at such time as such prohibition ceases to be in effect; and (E) any asset owned by any Grantor that the Borrower and the Administrative Agent shall have agreed in writing to exclude from being Collateral on account of the cost of creating a security interest in such asset hereunder (including any adverse tax consequences to Holdings and the Subsidiaries resulting therefrom) being excessive in view of the benefits to be obtained by the Secured Parties therefrom (it being understood that, to the extent the Security Interest shall not have attached to any such asset as a result of clauses (A) through (E) above, the term "Collateral" shall not include any such asset).

(b) Each Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that (i) describe the collateral covered thereby in any manner that the Administrative Agent reasonably determines is necessary or advisable to ensure the perfection of the security interest in the Collateral granted under this Agreement and (ii) contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, company or other legal entity, the type of organization, company or other legal entity and any organizational or company identification number issued to such Grantor. Each Grantor agrees to provide such information to the Administrative Agent promptly upon request.

Each Grantor also ratifies its authorization for the Administrative Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto with respect to the Collateral or any part thereof naming any Grantor as debtor or the Grantors as debtors and the Administrative Agent as secured party, if filed prior to the date hereof.

The Administrative Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest in the Collateral granted by each Grantor and naming any Grantor or the Grantors as debtors and the Administrative Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

SECTION 2.02. Representations and Warranties. The Grantors jointly and severally represent and warrant to the Administrative Agent, for the benefit of the Secured Parties, that:

(a) Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or as proposed to be conducted or to utilize such properties for their intended purposes, in each case except where the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and has full power and authority to grant to the Administrative Agent, for the benefit of the Secured Parties, the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained and except to the extent that failure to obtain or make such consent or approval, as the case may be, individually or in aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) The Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Secured Obligations, (ii) with respect to each Grantor, subject to the filing of Uniform Commercial Code financing statements with the Office of Tax and Revenue of the District of Columbia and the appropriate filings, if any, in the jurisdiction of organization or incorporation of such Grantor, and the recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, a security interest in all Collateral of such Grantor in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States of America (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code that is perfected under the applicable Requirements of Law of the United States of America (or such political subdivision thereof) and the jurisdiction of organization or incorporation of such Grantor and (iii) subject to the filing of Uniform Commercial Code financing statements with the Office of Tax and Revenue of the District of Columbia and the appropriate filings, if any, in the jurisdiction of organization or incorporation of such Grantor, and the recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-month period after the date hereof pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period after the date hereof pursuant to 17 U.S.C. § 205. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement.

(c) The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement

or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 2.03. Covenants. (a) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all Persons, except with respect to Collateral that such Grantor determines in its reasonable business judgment is no longer necessary or beneficial to the conduct of such Grantor's business, and to defend the Security Interest of the Administrative Agent in the Collateral and the priority thereof against any Lien not permitted pursuant to Section 6.02 of the Credit Agreement, subject to the rights of such Grantor under Section 9.15 of the Credit Agreement and corresponding provisions of the Security Documents to obtain a release of the Liens created under the Security Documents.

(b) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and Taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Administrative Agent, with prompt written notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule I or adding additional schedules hereto to identify specifically any asset or item that may constitute an application or registration for any Copyright, Patent or Trademark; provided that any Grantor shall have the right, exercisable within 10 days (or such longer period as shall be agreed by the Borrower and the Administrative Agent) after it has been notified in writing by the Administrative Agent of the specific identification of such Collateral, to advise the Administrative Agent in writing of any inaccuracy (i) with respect to such supplement or additional schedule or (ii) of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that, at the reasonable request of the Administrative Agent, it will use commercially reasonable efforts to take such action as shall be reasonably necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 10 days (or such longer period as shall be agreed by the Borrower and the Administrative Agent) after the date it has been notified in writing by the Administrative Agent of the specific identification of such Collateral.

(c) At its option, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement, this Agreement or any other Loan Document and within a reasonable period of time after the Administrative Agent has requested that it do so, and each Grantor jointly and severally agrees to reimburse the Administrative Agent, within 10 days after demand, for any reasonable payment made or any reasonable expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(d) It is understood that no Grantor shall be required by this Agreement to perfect the security interests created hereunder by any means other than (i) filings pursuant to the Uniform Commercial Code and (ii) filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) in respect of registered Intellectual Property (provided that, with respect to Licenses, such filings shall be limited to exclusive Copyright Licenses under which such Grantor is a licensee).

SECTION 2.04. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Except to the extent failure so to act could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement, with respect to registration or pending application of each item of its Intellectual Property for which such Grantor has standing to do so, each Grantor agrees (i) to maintain the validity and enforceability of any registered Intellectual Property (or applications therefor) and to maintain such registrations and applications of Intellectual Property in full force and effect and (ii) to pursue the registration and maintenance of each Patent, Trademark or Copyright registration or application, now or hereafter included in the Intellectual Property of such Grantor, including the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property may lapse, be terminated, or become

invalid or unenforceable or placed in the public domain (or in case of a trade secret, lose its competitive value).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term in the Credit Agreement, each Grantor shall take all steps to preserve and protect each item of its Intellectual Property, including maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect to the standards of quality.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Intellectual Property after the Effective Date, (i) the provisions of this Agreement shall automatically apply thereto and (ii) any such Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become Intellectual Property subject to the terms and conditions of this Agreement.

(e) Nothing in this Agreement shall prevent any Grantor from disposing of, discontinuing the use or maintenance of, failing to pursue or otherwise allowing to lapse, terminate or put into the public domain any of its Intellectual Property to the extent permitted by the Credit Agreement if such Grantor determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

ARTICLE III

Remedies

SECTION 3.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver, on demand, each item of Collateral to the Administrative Agent or any Person designated by the Administrative Agent, and it is agreed that the Administrative Agent shall have the right to take any of or all the following actions at the same or different times: (a) on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Administrative Agent, for the benefit of the Secured Parties, or to license or sublicense, whether on an exclusive or nonexclusive basis, any Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. Each such purchaser at any sale of

Collateral shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the applicable Grantors no less than 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent and the other Secured Parties shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 3.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

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SECTION 3.02. Application of Proceeds. The Administrative Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Secured Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Secured Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Secured Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 3.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Agreement, each Grantor shall, upon request by the Administrative Agent solely during the continuance of an Event of Default, grant to the Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof to the extent that such non-exclusive license (a) does not violate the express terms of any agreement between a Grantor and a third party governing the applicable Grantor's use of such Collateral, or gives such third party any right of acceleration, modification or cancellation therein and (b) is not prohibited by any Requirements of Law; provided that such licenses to be granted hereunder with respect to Trademarks shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity of such Trademarks. The use of

such license by the Administrative Agent may be exercised, at the option of the Administrative Agent, during the continuation of an Event of Default; provided further that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE IV

Miscellaneous

SECTION 4.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of Holdings as provided in Section 9.01 of the Credit Agreement.

SECTION 4.02. Waivers; Amendment. (a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 4.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement; provided that the Administrative Agent may, without the consent of any Secured Party, consent to a departure by any Grantor from any covenant of such Grantor set forth herein to the extent such departure is consistent with the authority of the Administrative Agent set forth in the definition of the term "Collateral and Guarantee Requirement" in the Credit Agreement.

SECTION 4.03. Administrative Agent's Fees and Expenses; Indemnification. (a) Each Grantor, jointly with the other Grantors and severally, agrees

to reimburse the Administrative Agent for its fees and expenses incurred hereunder as provided in Section 9.03(a) of the Credit Agreement; provided that each reference therein to the "Borrower" shall be deemed to be a reference to "each Grantor".

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor, jointly with the other Grantors and severally, agrees to indemnify the Administrative Agent and the other Indemnitees against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee by any third party or by Holdings or any Subsidiary arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether brought by a third party or by Holdings or any Subsidiary and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence or wilful misconduct of, or a breach of the Loan Documents by, such Indemnitee or its Related Parties.

(c) To the fullest extent permitted by applicable law, no Grantor shall assert, and each Grantor hereby waives, any claim against any Indemnitee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence or wilful misconduct of, or a breach of the Loan Documents by, such Indemnitee or its Related Parties, or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(d) The provisions of this Section 4.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby or thereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of any Secured Party. All amounts due under this Section shall be payable not later than 10 Business Days after written demand therefor; provided, however, any Indemnitee shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that such Indemnitee was not entitled to indemnification with respect to such payment pursuant to this Section 4.03. Any such amounts payable as provided hereunder shall be additional Secured Obligations.

SECTION 4.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 4.05. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in this Agreement or any other Loan Document and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by or on behalf of any Secured Party and notwithstanding that the Administrative Agent, any Issuing Bank, any Lender or any other Secured Party may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement or any other Loan Document, and shall continue in full force and effect until such time as (a) all the Loan Document Obligations (including LC Disbursements, if any, but excluding contingent obligations as to which no claim has been made) have been paid in full in cash, (b) all Commitments have terminated or expired and (c) the LC Exposure has been reduced to zero (including as a result of obtaining the consent of the applicable Issuing Bank as described in Section 9.05 of the Credit Agreement) and the Issuing Banks have no further obligation to issue or amend Letters of Credit under the Credit Agreement.

SECTION 4.06. Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Grantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Agreement and the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 4.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be

ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 4.08. Right of Set-Off. If an Event of Default under Sections 7.01(a), (b), (h) or (i) of the Credit Agreement shall have occurred and be continuing, each Lender, each Issuing Bank and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, such Issuing Bank or any such Affiliate to or for the credit or the account of any Grantor against any of and all the obligations of such Grantor then due and owing under this Agreement held by such Lender or such Issuing Bank, irrespective of whether or not such Lender or such Issuing Bank shall have made any demand under this Agreement and although obligations are owed to a branch or office of such Lender or such Issuing Bank different from the branch or office holding such deposit or obligated on such Indebtedness. The applicable Lender and Issuing Bank shall notify the applicable Grantor and the Administrative Agent of such setoff and application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff and application under this Section 4.08. The rights of each Lender, each Issuing Bank and their respective Affiliates under this Section 4.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Bank and their respective Affiliates may have.

SECTION 4.09. Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor or its respective properties in the courts of any jurisdiction.

(c) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 4.01. Nothing in any Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Each Grantor hereby irrevocably designates, appoints and empowers the Borrower as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such action or proceeding.

SECTION 4.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.10.

SECTION 4.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 4.12. Security Interest Absolute. All rights of the Administrative Agent hereunder, the Security Interest and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any

Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee securing or guaranteeing all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

SECTION 4.13. Termination or Release. (a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Loan Document Obligations (including all LC Disbursements, if any, but excluding contingent obligations as to which no claim has been made) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the LC Exposure has been reduced to zero (including as a result of obtaining the consent of the applicable Issuing Bank as described in Section 9.05 of the Credit Agreement) and the Issuing Banks have no further obligation to issue or amend Letters of Credit under the Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.15 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Administrative Agent pursuant to this Section shall be without recourse to or warranty by the Administrative Agent.

SECTION 4.14. Additional Subsidiaries. Additional Subsidiaries that are Non-US Loan Parties may become Grantors hereunder after the date hereof. Upon execution and delivery by the Administrative Agent and a Foreign Subsidiary of a Supplement, any such Foreign Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any Subsidiary as a party to this Agreement.


SECTION 4.15. Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Administrative Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, but only upon the occurrence and during the continuance of an Event of Default and notice by the Administrative Agent to the Borrower of its intent to exercise such rights, with full power of substitution either in the Administrative Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes,

acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Administrative Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Administrative Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact.

[Signature Pages Follow]

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

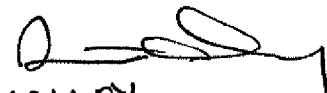
PRESENT when the common seal of
SKYPE LIMITED
was affixed hereto:-



Director



Director

Witness's signature: 
Name: DAVID MALLOY
Address: Embury Terrace, Dublin 2
Occupation: Solicitor

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

By:



Name:

Title: **Peter B. Thauer**
Executive Director

SIGNATURE PAGE TO NON-U.S. LOAN PARTY
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004138 FRAME: 0705

SCHEDULE 1

SKYPE LIMITED TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Title	Official No.	Reg. Date
Argentina	Skype Certified (& Design)	2152375	16/04/2007
Argentina	Skype Certified (& Design)	2646650	-
Argentina	Skype Certified (& Design)	2216803	04/03/2008
Argentina	S Logo	2219565	18/03/2008
Argentina	S Logo	2219564	18/03/2008
Argentina	S Logo	2260922	02/12/2008
Argentina	SKYPE	2076028	29/03/2006
Argentina	SKYPE IN	2228466	25/04/2008
Argentina	SKYPE IN	2228465	25/04/2008
Argentina	SKYPE IN	2228453	25/04/2008
Argentina	SKYPE OUT	2228464	25/04/2008
Argentina	SKYPE OUT	2228463	25/04/2008
Argentina	SKYPE OUT	2228452	25/04/2008
Australia	S Logo	1082654	29/05/2006
Australia	Screen & Star Design	1229940	01/08/2008
Australia	SKYPE	988248	23/08/2004
Australia	Skype Certified High Quality Video & Design	1229941	01/08/2008
Australia	Skypephone & design	1209823	10/06/2008
Australia	SKYPEPHONE	1209822	10/06/2008
Australia	TAKE A DEEP BREATH	1182435	25/03/2009

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Country	Title	Official No.	Reg. Date
Australia	SKYPE PRIME	1198155	21/01/2008
Australia	SkypeFind	1194394	10/06/2008
Australia	SKYPE PRO	1187316	11/02/2008
Australia	SKYPE OUT	1067277	20/02/2006
Australia	SKYPE IN	1067278	20/02/2006
Australia	SKYPE ACCESS	1295270	-
Australia	SKYPE ACADEMY	1315512	-
Benelux	Skype Plus	784768	21/12/2005
Benelux	Skype Compatible	784634	21/12/2005
Benelux	Skype Certified	784635	21/12/2005
Benelux	Skype Zones	784636	21/12/2005
Benelux	Skype Me	783405	14/12/2005
Benelux	Skype Out	784766	21/12/2005
Benelux	Skype In	784765	21/12/2005
Brazil	Skypephone	829696806	-
Brazil	Skypephone	829696792	-
Brazil	Skypephone	829696598	-
Brazil	Skypephone	829696610	-
Brazil	Screen & Star Design	829627553	-
Brazil	Screen & Star Design	829627529	-
Brazil	Screen & Star Design	829627502	-
Brazil	Skype Certified High Quality Video & Design	829627480	-
Brazil	Skype Certified High Quality Video & Design	829627456	-

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Country	Title	Official No.	Reg. Date
Brazil	Skype Certified High Quality Video & Design	829627430	-
Brazil	SkypePrime	829352520	-
Brazil	SkypePrime	829352503	-
Brazil	SkypePrime	829352490	-
Brazil	SkypePrime	829352481	-
Brazil	SkypePrime	829352473	-
Brazil	SkypeFind	829318690	-
Brazil	SkypeFind	829318674	-
Brazil	SkypeFind	829318666	-
Brazil	SkypeFind	829318658	-
Brazil	Skype	829138030	-
Brazil	Skypecasts	828779872	-
Brazil	Skypecasts	828779848	-
Brazil	Skypecasts	828779821	-
Brazil	Bubble Logo	828135045	-
Brazil	Bubble Logo	828135010	-
Brazil	Bubble Logo	828135142	-
Brazil	Skype Certified	828523045	-
Brazil	Skype Zones	828383464	-
Brazil	Skype Zones	828383359	-
Brazil	Skype Zones	828383472	-
Brazil	S Logo	828290873	10/06/2008
Brazil	S Logo	828290865	10/06/2008

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Country	Title	Official No.	Reg. Date
Brazil	S Logo	828290849	19/05/2009
Brazil	Skype Out	828075409	-
Brazil	Skype Out	828075395	-
Brazil	Skype Out	828075387	-
Brazil	Skype In	828075581	-
Brazil	Skype In	828075700	-
Brazil	Skype In	828075654	-
Brazil	Skype	827810601	-
Brazil	Skype	827810598	-
Brazil	Skype Academy	830365516	-
Brazil	Skype Academy	830365494	-
Brazil	Skype Academy	830365540	-
Brazil	SKYPE ACCESS	830228853	-
Brazil	SKYPE ACCESS	830228888	-
Brazil	SKYPE ACCESS	830228861	-
Canada	SKYPE ACADEMY	1448354	-
Canada	SKYPE ACCESS	1435190	-
Canada	Skypephone	1391724	-
Canada	Skypephone & design	1371723	-
Canada	Screen & Star Design	1387369	-
Canada	Skype Certified High Quality Video & Design	1387370	-
Canada	SKYPE UNLIMITED	1374139	-
Canada	Take a Deep Breath	1351388	-

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Country	Title	Official No.	Reg. Date
Canada	SkypePrime	1362510	-
Canada	SkypeFind	1360410	-
Canada	Skype Certified (& Design)	1305625	-
Canada	S Logo	1278584	-
Canada	Skype Out	1266358	-
Canada	Skype In	1266357	-
Canada	SKYPE	1384455	-
Canada	Skype	7211178	18/08/2008
Chile	S Logo	754377	20/03/2006
Chile	S Logo	753919	20/03/2006
Chile	Skype Out	767775	25/09/2006
Chile	Skype Out	767774	25/09/2006
Chile	Skype In	767773	25/09/2006
Chile	Skype In	767772	25/09/2006
Chile	Skype	744851	04/02/2006
Chile	Skype	744850	04/01/2006
China	SKYPE ACCESS	7337755	-
China	SKYPE ACCESS	7337754	-
China	SKYPE ACCESS	7337756	-
China	Skypephone	6661593	-
China	Skypephone	6661594	-
China	Skypephone	6661595	-
China	Skypephone	6661576	-

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Country	Title	Official No.	Reg. Date
China	Skypephone & design	6661582	-
China	Skypephone (& design)	6661583	-
China	Skypephone & design	6661584	-
China	Skypephone (& design)	6661585	-
China	Screen & Star Design	6597070	-
China	Screen & Star Design	6597071	-
China	Screen & Star Design	6597072	-
China	Skype Certified High Quality Video & Design	6597068	-
China	Skype Certified High Quality Video & Design	6597073	-
China	Skype Certified High Quality Video & Design	6597069	-
China	SkypePrime	6262571	-
China	SkypePrime	6262572	-
China	SkypePrime	6262573	-
China	SkypePrime	6262574	-
China	SkypePrime	6262575	-
China	SkypeFind	6231614	-
China	SkypeFind	6231613	-
China	SkypeFind	6231612	-
China	SkypePro	6167979	-
China	SkypePro	6167522	-
China	Skype	6050919	-
China	Skypecasts	5649432	-
China	Skypecasts	5649433	21/08/2009

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Country	Title	Official No.	Reg. Date
China	Skypecasts	5649389	-
China	Skype Chinese Transliteration	5585457	14/10/2009
China	Skype Chinese Transliteration	5585458	-
China	Skype Chinese Transliteration	5585459	14/08/2009
China	Bubble Logo	5143192	-
China	Bubble Logo	5143193	21/08/2009
China	Bubble Logo	5143194	-
China	Skype Certified (& Design)	5138773	-
China	Skype Certified (& Design)	5138772	21/08/2009
China	Skype Certified (& Design)	5138771	-
China	SKYPE ZONES	5084627	-
China	Skype Zones	5084628	14/07/2009
China	Skype Zones	5084629	28/01/2009
China	Skype Plus	5084643	07/04/2009
China	Skype Plus	5084642	14/07/2009
China	S Logo	5084624	-
China	S Logo	5084625	-
China	S Logo	5084626	21/12/2008
China	SKYPE OUT	5084621	-
China	Skype Out	5084622	14/07/2009
China	Skype Out	5084623	-
China	SKYPE IN	5084618	-
China	Skype In	5084619	21/07/2009

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Country	Title	Official No.	Reg. Date
China	Skype In	5084620	-
China	Skype	4777506	-
China	Skype	4777507	-
China	Skype	3920718	14/11/2007
Colombia	Skype Certified (& Design)	06-058526	-
Colombia	Skype	364797	15/01/2009
Colombia	Skype	364796	15/01/2009
Colombia	Skype	364795	15/01/2009
Czech Republic	Skypecasts	293777	07/11/2007
Egypt	SkypePrime	206358	02/03/2009
Egypt	SkypePrime	206357	05/03/2009
Egypt	SkypePrime	206356	05/03/2009
Egypt	SkypePrime	206355	-
Egypt	SkypePrime	206354	-
Estonia	Skype	45884	27/01/2009
European Union	Screen & Star Design	6755268	16/01/2009
European Union	Skype Certified High Quality Video & Design	6755722	14/01/2009
European Union	Take a Deep Breath	5991674	21/08/2008
European Union	Skype Prime	6260061	29/05/2009
European Union	Skype	5903786	11/04/2008
European Union	Skype Find	6212666	19/08/2008
European Union	Skype Pro	6095442	14/08/2008
European Union	S Logo	5023941	13/12/2007

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Country	Title	Official No.	Reg. Date
European Union	Skype - The Global Telephony Company	3977055	16/11/2005
European Union	Skype	4546248	-
European Union	SKYPE ME	4694618	-
European Union	SKYPE	4521084	-
European Union	SKYPE	3660065	-
European Union	skype The whole world can talk for free	4828059	-
European Union	skype The whole world can talk for free.	4888012	-
European Union	SKYPE IN	4826665	-
European Union	SKYPE ZONES	4837126	-
European Union	SKYPECASTS	5020425	-
European Union	SKYPE OUT	4826021	-
European Union	Skype Certified	5139563	-
European Union	SKYPEPHONE	6368971	-
European Union	skypephone	6369623	-
European Union	Skype Academy	7603384	26/10/2009
European Union	SILK	8131799	14/11/2009
European Union	SKYPE ACCESS	8222929	-
European Union	SKYPE LITE	8427858	-
European Union	Skype for SIP Certified	8641326	-
Finland	S Logo	238241	29/12/2006
Hong Kong	SKYPE ACCESS	301327121	20/04/2009
Hong Kong	Skypephone & design	300991440	12/11/2007
Hong Kong	Skypephone	300991431	12/11/2007

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Country	Title	Official No.	Reg. Date
Hong Kong	SkypePrime	300947241	05/09/2007
Hong Kong	SkypeFind	300936829	20/08/2007
Hong Kong	SkypePro	300910665	12/07/2007
Hong Kong	skype (Bubble Logo)	300572634	26/01/2006
Hong Kong	SKYPE PLUS	300552636	21/12/2005
Hong Kong	Skype Zones	300551952	20/12/2005
Hong Kong	S Logo	300516311	24/10/2005
Hong Kong	Skype Out	300466254	28/07/2005
Hong Kong	Skype In	300466263	28/07/2005
Hong Kong	Skype	300156546	11/02/2004
Hong Kong	skype certified and design	300642483	-
Hungary	S Logo	189576	09/05/2007
Hungary	Skype Out	187054	07/11/2006
Hungary	Skype In	187055	07/11/2006
Hungary	Skype	183753	02/03/2006
India	Skypephone	T21224M	-
India	Skypephone	1677004	-
India	Take a Deep Breath	1567694	-
India	SkypePrime	1598402	-
India	SkypeFind	1592444	-
India	Skype Certified	1460363	-
India	S Logo	1443665	-
India	Skype Out	1395078	-

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Country	Title	Official No.	Reg. Date
India	Skype In	1395079	-
India	Skype	1391214	-
Indonesia	Skype Certified (& Design)	J00.2008.005814	-
Indonesia	Skype Certified (& Design)	J00.2008.005813	-
Indonesia	Skype Certified (& Design)	D00.2008.005812	-
Indonesia	Skype	J00.2008.005811	-
Indonesia	Skype	J00.2008.005810	-
Indonesia	Skype	D00.2008.005809	-
Israel	Skype Hebrew Transliteration	193106	14/02/2008
Israel	Skype Hebrew Transliteration	193105	14/02/2008
Israel	Skype Hebrew Transliteration	193103	14/02/2008
Israel	Bubble Logo	187078	06/08/2007
Israel	Bubble Logo	187077	06/08/2007
Israel	Bubble Logo	187075	06/08/2007
Israel	Skype Certified	186696	07/08/2007
Israel	Skype Certified	186695	07/08/2007
Israel	Skype Certified	186694	07/08/2007
Israel	Skype Zones	186161	07/08/2007
Israel	Skype Zones	186160	02/05/2007
Israel	Skype Zones	186159	02/05/2007
Israel	S Logo	184902	02/05/2007
Israel	S Logo	184901	27/10/2005
Israel	S Logo	184900	05/02/2007

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Country	Title	Official No.	Reg. Date
Israel	Skype Out	185051	05/06/2007
Israel	Skype Out	185052	05/06/2007
Israel	Skype Out	185050	05/06/2007
Israel	Skype In	185049	05/06/2007
Israel	Skype In	185047	05/06/2007
Israel	Skype In	185048	05/06/2007
Israel	Skype	170106	06/03/2005
Japan	Skypephone	29859/2008	-
Japan	Screen & Star Design	19624/2008	-
Japan	Skype Certified High Quality Video & Design	19625/2008	-
Japan	SkypePrime	95259/2007	-
Japan	SkypeFind	91153/2007	-
Japan	Skype	5155695	01/08/2008
Japan	Bubble Logo	6849/2006	-
Japan	Skype Certified	6850/2006	-
Japan	Skype Zones	5140175	13/06/2008
Japan	S Logo	5113189	22/02/2008
Japan	Skype Out	70599/2005	-
Japan	Skype In	70598/2005	-
Japan	Skype	4863855	13/05/2005
Japan	Skype	34061/2005	-
Japan	SKYPE ACADEMY	62497/2009	-
Japan	SKYPE ACCESS	29800/2009	-

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Country	Title	Official No.	Reg. Date
Jordan	Skype Certified	96396	19/08/2007
Jordan	Skype Certified	96395	19/08/2007
Jordan	Skype Certified	96394	19/08/2007
Korea	Skypephone	45-0029179	05/10/2009
Korea	Skype Korean Transliteration	45-0022118	22/01/2008
Korea	Bubble Logo	45-0027595	14/05/2009
Korea	Skype Certified (& Design)	45-0020006	25/05/2007
Korea	Skype Zones	45-0019608	10/04/2007
Korea	S Logo	45-0018343	13/12/2006
Korea	Skype Out	45-0019804	03/05/2007
Korea	Skype In	45-0019915	15/05/2007
Korea	Skype	45-0017631	29/09/2006
Korea	Skype	40-0733160	04/01/2008
Korea	Skype	41-0111271	14/01/2005
Korea	Skype Plus	45-0019609	10/04/2007
Korea	Skype Access	45-2009-0001381	-
Liechtenstein	S Logo	13839	12/04/2006
Liechtenstein	Skype Out	13737	03/02/2006
Liechtenstein	Skype In	13736	03/02/2006
Liechtenstein	Skype	13167	25/06/2004
Malaysia	Skype	07008529	-
Malaysia	Skype Certified (& Design)	06000909	-
Malaysia	Skype Certified (& Design)	06000910	-

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Country	Title	Official No.	Reg. Date
Malaysia	Skype Certified (& Design)	06000911	-
Malaysia	S Logo	05017891	18/10/2005
Malaysia	S Logo	05017892	-
Malaysia	S Logo	05017893	18/10/2005
Malaysia	Skype Out	05012561	11/07/2005
Malaysia	Skype Out	05012556	11/07/2005
Malaysia	Skype Out	05012564	-
Malaysia	Skype In	05012560	11/07/2005
Malaysia	Skype In	05012563	-
Malaysia	Skype In	05012562	11/07/2005
Malaysia	Skype	05005386	07/04/2005
Malaysia	Skype	05005387	07/04/2005
Malaysia	Skype	04001014	15/01/2004
Mexico	Skypephone	1058318	29/08/2008
Mexico	Skypephone	927438	-
Mexico	Skypephone	1059803	04/09/2008
Mexico	Skypephone	1093335	07/04/2009
Mexico	SkypePrime	1022977	31/01/2008
Mexico	SkypePrime	1029063	06/03/2008
Mexico	SkypePrime	1029062	06/03/2008
Mexico	SkypePrime	1018475	17/12/2007
Mexico	SkypePrime	1029061	06/03/2008
Mexico	SkypeFind	1046916	26/06/2008

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Country	Title	Official No.	Reg. Date
Mexico	SkypeFind	1020515	22/01/2008
Mexico	SkypeFind	1043402	30/05/2008
Mexico	SkypeFind	1020514	22/01/2008
Mexico	Bubble Logo	1093329	07/04/2009
Mexico	Bubble Logo	1038813	30/04/2008
Mexico	Bubble Logo	1044616	09/06/2008
Mexico	Skype Certified (& Design)	1082773	06/02/2009
Mexico	Skype Certified (& Design)	1085518	18/02/2009
Mexico	Skype Certified (& Design)	1013516	-
Mexico	Skype Certified	957398	-
Mexico	Skype Certified	1061499	19/09/2008
Mexico	Skype Certified	1094136	14/04/2009
Mexico	Skype Zones	996637	07/08/2007
Mexico	Skype Zones	1012358	21/11/2007
Mexico	Skype Zones	942744	10/07/2006
Mexico	S Logo	946408	31/07/2006
Mexico	S Logo	996675	07/08/2007
Mexico	S Logo	993467	20/07/2007
Mexico	Skype Out	1016976	10/12/2007
Mexico	Skype Out	994401	24/07/2007
Mexico	Skype Out	964521	29/11/2006
Mexico	Skype In	990761	28/06/2007
Mexico	Skype In	999902	05/09/2007

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Country	Title	Official No.	Reg. Date
Mexico	Skype In	970964	30/01/2007
Mexico	Skype	1079588	16/01/2009
Mexico	Skype	856343	26/10/2004
Mexico	Skype	1037820	-
Mexico	SKYPE ACCESS	1002079	-
Mexico	SKYPE ACCESS	1002080	-
Mexico	SKYPE ACCESS	1002081	-
Mexico	Skype Plus	994311	24/07/2007
Mexico	Skype Plus	945904	28/07/2006
Mexico	Skype Plus	942077	30/06/2006
Morocco	Skype	110682	16/11/2007
New Zealand	SkypePrime	775357	14/05/2009
New Zealand	SkypeFind	774262	14/05/2009
New Zealand	SkypePro	771967	12/02/2009
New Zealand	S Logo	737845	27/04/2006
New Zealand	Skype Out	733551	07/06/2007
New Zealand	Skype In	733487	12/07/2007
New Zealand	Skype	707431	29/07/2004
New Zealand	Skype Access	805205	-
Norway	SkypePrime	243624	14/01/2008
Norway	SkypeFind	243442	07/01/2008
Norway	SkypePro	242213	12/11/2007
Norway	Skype Certified (& Design)	238535	27/03/2007

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Country	Title	Official No.	Reg. Date
Norway	S Logo	233814	06/07/2006
Norway	Skype Out	232886	29/05/2006
Norway	Skype In	232881	29/05/2006
Norway	Skype	233951	26/07/2006
Poland	S Logo	206493	25/03/2008
Poland	Skype Out	201019	22/11/2007
Poland	Skype In	201020	14/11/2007
Poland	Skype	319409	-
Russian Federation	Skypephone	382606	30/06/2009
Russian Federation	SkypePrime	2007727443	-
Russian Federation	SkypeFind	368466	24/12/2008
Russian Federation	Skype Cyrillic Transliteration (lowercase)	339998	21/12/2007
Russian Federation	Skype Cyrillic Transliteration (uppercase)	339997	21/12/2007
Russian Federation	Skype Certified	366929	09/12/2008
Russian Federation	S Logo	317303	27/11/2006
Russian Federation	Skype Out	332491	24/08/2007
Russian Federation	Skype In	332490	24/08/2007
Russian Federation	Skype	335506	10/10/2007
Russian Federation	Skype	292533	18/07/2005
Russian Federation	SKYPE ACADEMY	2009719796	-
Russian Federation	SKYPE ACCESS	2009708354	-

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Country	Title	Official No.	Reg. Date
Singapore	SKYPE ACCESS	T09/04318A	-
Singapore	SkypePrime	T07/18265F	05/09/2007*
Singapore	SkypeFind	T07/17409B	20/08/2007*
Singapore	SkypePro	T07/15526H	12/07/2007*
Singapore	S Logo	T05/24056Z	25/11/2005*
Singapore	S Logo	T05/24055A	25/11/2005*
Singapore	S Logo	T05/24053E	25/11/2005*
Singapore	Skype Out	T05/18611E	29/09/2005*
Singapore	Skype Out	T05/18610G	29/09/2005*
Singapore	Skype Out	T05/18607G	29/09/2005*
Singapore	Skype In	T05/18618B	29/09/2005*
Singapore	Skype In	T05/18617D	29/09/2005*
Singapore	Skype In	T05/18615H	29/09/2005*
Singapore	Skype	T05/06965H	28/04/2005*
Singapore	Skype	T05/06962C	28/04/2005*
Singapore	Skype	T04/01137J	30/01/2004*
Singapore	SOOMO	T05/06955J	28/04/2005*
Singapore	SOOMO	T05/06956I	28/04/2005*
Singapore	SOOMO	70506959C	28/04/2005*
South Africa	Skype Certified (& Design)	2006/13354	-
South Africa	Skype Certified (& Design)	2006/13353	-
South Africa	Skype Certified (& Design)	2006/13352	-

* This is the application date, as the registration date in Singapore is back-dated to the application date. For revocation purposes, however, a period of five years for calculating non-use will start running from the date of completion of the registration.

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Country	Title	Official No.	Reg. Date
South Africa	S Logo	2005/22669	19/01/2009
South Africa	S Logo	2005/22668	19/01/2009
South Africa	S Logo	2005/22667	27/01/2009
South Africa	Skype Out	2005/15746	23/01/2009
South Africa	Skype Out	2005/15745	18/11/2008
South Africa	Skype Out	2005/15744	18/11/2008
South Africa	Skype In	2005/15743	18/11/2008
South Africa	Skype In	2005/15742	18/11/2008
South Africa	Skype In	2005/15741	18/11/2008
South Africa	Skype	2004/02362	-
South Africa	SKYPE ACADEMY	2009/15598	-
South Africa	SKYPE ACADEMY	2009/15599	-
South Africa	SKYPE ACADEMY	2009/15600	-
Switzerland	Skypephone	579342	18/11/2008
Switzerland	Skype Certified (& Design)	551614	27/10/2006
Switzerland	S Logo	542376	14/02/2006
Switzerland	Skype Out	539380	15/11/2009
Switzerland	Skype In	539379	15/11/2009
Switzerland	Skype	521640	02/06/2004
Switzerland	SKYPE ACCESS	588935	13/07/2009
Taiwan	SKYPE ACADEMY	98035339	-
Taiwan	Skypephone & design	97017497	-
Taiwan	Skypephone	97017501	-

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Country	Title	Official No.	Reg. Date
Taiwan	Screen & Star Design	01348083	16/01/2009
Taiwan	Skype Certified High Quality Video (& Design)	01373354	01/08/2009
Taiwan	SkypePrime	01359242	16/04/2009
Taiwan	SkypeFind	01351157	16/02/2009
Taiwan	Skype Pro	01334240	16/10/2008
Taiwan	Skypecasts	01260071	16/04/2007
Taiwan	Bubble Logo	01284634	16/10/2007
Taiwan	Skype Certified (& Design)	01240503	01/12/2006
Taiwan	Skype Zones	01365543	01/06/2009
Taiwan	S Logo	1233581	16/10/2006
Taiwan	Skype Out	1215697	16/06/2006
Taiwan	Skype In	1215696	16/06/2006
Taiwan	Skype	1206022	16/04/2006
Taiwan	Skype	1135299	01/01/2005
Thailand	Skype	SM42679	03/06/2009
Thailand	Skype	TM298762	10/06/2009
Thailand	Skype	SM40572	28/11/2008
Turkey	SkypePrime	200747360	28/08/2008
Turkey	SkypeFind	2007 44860	28/08/2008
Turkey	Skype Certified (& Design)	2006 28753	30/05/2008
Turkey	S Logo	2005 46392	06/03/2008
Turkey	Skype Out	2005 32752	25/12/2007
Turkey	Skype In	2005 32751	25/12/2007

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Country	Title	Official No.	Reg. Date
Turkey	Skype	2004 02797	24/10/2005
United Arab Emirates	Skype Certified	93804	16/03/2009
United Arab Emirates	Skype Certified	93812	16/03/2009
United Arab Emirates	Skype Certified	88226	28/04/2008
United Arab Emirates	Skype Zones	93809	16/03/2009
United Arab Emirates	Skype Zones	93811	16/03/2009
United Arab Emirates	Skype Zones	93806	16/03/2009
United Arab Emirates	Skype	93808	16/03/2009
United Arab Emirates	Skype	93807	16/03/2009
United Arab Emirates	Skype	84483	27/09/2007
United Kingdom	GHEAR	2396424	07/04/2006
United States	SKYPE ACADEMY	77/804326	-
United States	Silk	77/815168	-
United States	Skype Access	77/596104	-
United States	Skypephone & design	77/446504	-
United States	SKYPE ZONES (child application)	3403727	25/03/2008
United States	Screen & Star Design	77/280371	-
United States	Skype Unlimited	77/275843	-
United States	Skype Phone	77/446428	-
United States	Skype Certified High Quality Video & Design	77/283958	-
United States	Skype	77/179335	-
United States	SKYPE (& Bubble Design) (child application)	3263303	10/07/2007
United States	SKYPE	3263302	10/07/2007

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Country	Title	Official No.	Reg. Date
United States	SKYPE IN (child application)	3304887	02/10/2007
United States	SKYPE OUT (child application)	3263304	10/07/2007
United States	S (Logo)	3263305	10/07/2007
United States	Skype Pro	77/084120	-
United States	Skype Prime	77/123746	-
United States	Skype Find	77/111928	-
United States	Take a Deep Breath	77/062695	-
United States	S (Logo)	3314895	16/10/2007
United States	Skypecasts	3253361	19/06/2007
United States	Skype Certified (& Design)	78/774556	-
United States	Skype Zones	78/756436	-
United States	S Logo	78/735418	-
United States	Skype Me	78/703551	-
United States	Skype Out	78/667636	-
United States	Skype In	78/667603	-
United States	Bubble Logo	78/602333	-
United States	Skype	78/604337	-
United States	Skype	3005039	04/10/2005
Venezuela	Skype Certified (& Design)	2155-2006	-
Venezuela	Skype Certified (& Design)	2154-2006	-
Venezuela	Skype Certified (& Design)	2153-2006	-
Venezuela	S Logo	23772-2005	-
Venezuela	S Logo	23773-2005	-

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Country	Title	Official No.	Reg. Date
Venezuela	S Logo	23771-2005	-
Venezuela	S Logo	10691-2006	-
Venezuela	S Logo	10690-2006	-
Venezuela	S Logo	10689-2006	-
Venezuela	SKYPE	12473-2009	-
Venezuela	SKYPE	12474-2009	-
Venezuela	SKYPE	12475-2009	-
Venezuela	Skype In	12477-2009	-
Venezuela	Skype In	12478-2009	-
Venezuela	Skype In	12476-2009	-
Venezuela	Skype Out	12481-2009	-
Venezuela	Skype Out	12480-2009	-
Venezuela	Skype Out	12479-2009	-
Vietnam	SKYPE	107299	14/08/2008

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SKYPE TECHNOLOGIES, S.A. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Title	Official No.	Reg. Date
Benelux	Skype	779661	28/11/2005
Brazil	Skype	826695655	-
China	POCKETSKYPE	4178973	28/11/2007
China	SOOMO	4777504	28/02/2009
China	SOOMO	4777503	28/02/2009
China	SOOMO	4777505	07/06/2008
Finland	Skype	231983	31/12/2004
India	Skype	1285942	-

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SKYPE LIMITED PATENTS AND PATENT APPLICATIONS

Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered †)
S07-018-MDP.AU	Australia	Detection of Communication States	2007350155			S07-018-MDP.WO	
S07-013-AME.AU	Australia	Speech Coding System and Method	2007348901			S07-013-AME.WO	
S06-005-CQU.AU	Australia	User Interface For Handling Call Quality in A Communication System	2007245390			S06-005-CQU.WO	
S05-002-CAL.AU	Australia	Method For Generating Concealment Frames In Communication System	2006208530			S05-002-CAL.WO	
S06-009-DMC.AU	Australia	DUAL- MODE DEVICE FOR COMMUNICATION	2007291102			S06-009-DMC.WO	
S07-003-JBA.AU	Australia	Method of Transmitting Data in a Communication System	2007349607			S07-003-JBA.WO	
S05-001-MBR.AU	Australia	Method And System For Delivering Messages In A Communication System	2005338395			S05-001-MBR.WO	
S06-003-PIC.AU	Australia	Secure Transmission System and Method	2007245389			S06-003-PIC.WO	

† These numbers are allocated to PCT applications by the EPO irrespective of whether the PCT application enters the European regional phase. **An application to enter the European regional phase for these applications has not been made, therefore these numbers do not represent EP applications owned by Skype Limited.** The existence of such allocated numbers does not in any way indicate the applicant's intention to enter the EP regional phase.

Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S03-001-PTP.AU	Australia	Peer-To-Peer Telephone System	2004301258		2004301258	S03-001-PTP.WO	
S06-002-USI.AU	Australia	User Interface For A Communication Device	2007235658			S06-002-USI.WO	
S05-002-PHF.AU	Australia	Method For Concatenating Frames In Communication System	2006208528			S05-002-PHF.WO	
S05-002-MDF.AU	Australia	Method For Weighted Overlap-Add	2006208529			S05-002-MDF.WO	
S05-002-CAL.BR	Brazil	Method For Generating Concealment Frames in Communication System	PI 0607246-1			S05-002-CAL.WO	
S07-014-COA.BR	Brazil	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	Unknown			S07-014-CAO.WO	
S06-009-DMC.BR	Brazil	DUAL-MODE DEVICE FOR VOICE COMMUNICATION	PI 0715444-5			S06-009-DMC.WO	
S06-013-IMP.BR	Brazil	COMMUNICATION SYSTEM	PI 0719664-4			S06-013-DMC.WO	
S05-001-MBR.BR	Brazil	Method And System For Delivering Messages In A Communication System	PI 0520705-3			S05-001-MBR.WO	
S07-018-MDP.BR	Brazil	Detection of Communication States	Unknown			S07-018-MDP.WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-010-NLE.BR	Brazil	METHOD OF ESTIMATING NOISE LEVELS IN A COMMUNICATION SYSTEM	PI 0721316-6			S07-010-NLE.WO	
S07-015-PRC.BR	Brazil	A COMMUNICATION SYSTEM	PI 0721262-3			S07-015-PRC.WO	
S06-003-PIC.BR	Brazil	Secure Transmission System and Method	PI0711279-3			S06-003-PIC.WO	
S03-001-PTP.BR	Brazil	Peer-To-Peer Telephone System	PI 0412595-9			S03-001-PTP.WO	
S07-016-NTF.BR	Brazil	COMMUNICATION SYSTEM	Unknown			S07-016-NTF.WO	
S07-002-SNM.BR	Brazil	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	Unknown			S07-002-SNM.WO	
S06-002-USI.BR	Brazil	User Interface For A Communication Device	PI 0710053-1			S06-002-USI.WO	
S05-002-MDF.BR	Brazil	Method For Weighted Overlap-Add	PI 0607247-0			S05-002-MDF.WO	
S05-002-PHF.BR	Brazil	METHOD FOR CONCATENATING FRAMES IN COMMUNICATION SYSTEM	PI 0607251-8			S05-002-PHF.WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-005-ATP.CA	Canada	MESSAGING SYSTEM AND METHOD	2678012			S07-005-ATP.WO	
S05-002-CAL.CA	Canada	Method For Generating Concealment Frames In Communication System	2596337			S05-002-CAL.WO	
S06-013-IM2.CA	Canada	COMMUNICATION SYSTEM	2671034			S06-013-IM2.WO	
S05-001-MBR.CN	Canada	Method And System For Delivering Messages In A Communication System	2629538			S05-001-MBR.WO	
S07-018-MDP.CA	Canada	Detection of Communication States	Unknown			S07-018-MDP.WO	
S07-010-NLE.CA	Canada	METHOD OF ESTIMATING NOISE LEVELS IN A COMMUNICATION SYSTEM	Unknown			S07-010-NLE.WO	
S03-001-PTP.CA	Canada	Peer-To-Peer Telephone System	2533030			S03-001-PTP.WO	
S07-001-RRM.CA	Canada	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	Unknown			S07-001-RRM.WO	
S06-002-USI.CA	Canada	User Interface For A Communication Device	2649181			S06-002-USI.WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S05-002-PHF.CA	Canada	Method For Concatenating Frames In Communication System	2596341			S05-002-PHF.WO	
S05-002-MDF.CA	Canada	Method For Weighted Overlap-Add	2596338			S05-002-MDF.WO	
S06-011-CMG.CN	China	COMMUNICATION SYSTEM	200780044111.0			S06-011-CMG.WO	
S06-005-CQU.CN	China	User Interface For Handling Call Quality In A Communication System	Unknown			S06-005-CQU.WO	
S07-011-CHA.CN	China	Instant Messaging Activity Notification	200780051560.8			S07-011-CHA.WO	
S05-002-CAL.CN	China	Method for Generating Concealment frames in communicatino system	200680003571.4			S05-002-CAL.WO	
S07-001-RRM.CN	China	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	Unknown			S07-001-RRM.WO	
S07-002-SNM.CN	China	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	Unknown			S07-002-SNM.WO	
S06-009-DMC.CN	China	DUAL-MODE DEVICE FOR VOICE COMMUNICATION	200780038321.9			S06-009-DMC.WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-004-ENL.CN	China	Method of transmitting data in a communication system	Unknown			S07-004-ENL.WO	
S06-013-IM2.CN	China	COMMUNICATION SYSTEM	200780044026.4			S06-013-IM2.WO	
S05-001-MBR.CN	China	Method And System For Delivering Messages In A Communication System	200580052153.X	CN101317407A		S05-001-MBR.WO	
S07-018-MDP.CN	China	Detection of Communication States	Unknown			S07-018-MDP.WO	
S07-010-NLE.CN	China	METHOD OF ESTIMATING NOISE LEVELS IN A COMMUNICATION SYSTEM	Unknown			S07-010-NLE.WO	
S06-003-PIC.CN	China	Secure Transmission System and Method	200780024386.8	CN101485166A		S06-003-PIC.WO	
S06-013-PAP.CN	China	COMMUNICATION SYSTEM	200780044011.8			S06-013-PAP.WO	
S06-013-PA2.CN	China	COMMUNICATION SYSTEM	200780044172.7			S06-013-PA2.WO	
S03-001-PTP.CN	China	Peer-To-Peer Telephone System	200480020437.6			S03-001-PTP.WO	
S07-015-PRC.CN	China	A COMMUNICATION SYSTEM	200780051815.0			S07-015-PRC.WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-014-COA.CN	China	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	Unknown			S07-014-COA. WO	
S06-010-SKF.CN	China	COMMUNICATION SYSTEM	200780049651.8			S06-010-SKF. WO	
S06-004-SKC.CN	China	Group Communication System and Method	200780015997.6			S06-004-SKC. WO	
S07-012-CCS.CN	China	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	Unknown			S07-012-CCS. WO	
S06-013-TG2.CN	China	COMMUNICATION SYSTEM	200780044103.6			S06-013-TG2. WO	
S06-002-USI.CN	China	User Interface For A Communication Device	200780018954.3	CN101455062A		S06-002-USI. WO	
S05-002-PHF.CN	China	Method For Concatenating Frames In Communication System	200680003569.7			S05-002-PHF. WO	
S05-002-MDF.CN	China	Method For Weighted Overlap-Add	200680003570.X			S05-002-MDF. WO	
	China	Distributed Database System			1856786		
S07-005-ATP.EP	Euro. Patent Office	MESSAGING SYSTEM AND METHOD	07872069.5	2127276		S07-005-ATP. WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-005-ATP.EP.DIV	Euro. Patent Office	MESSAGING SYSTEM AND METHOD	09172895.6			S07-005-ATP. WO	
S07-013-AME.EP	Euro. Patent Office	Speech Coding System and Method	07872094.3			S07-013-AME. WO	
S06-011-CMG.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07859297.9	2090057		S06-011-CMG. WO	
S06-005-CQU.EP	Euro. Patent Office	User Interface For Handling Call Quality In A Communication System	07734500.7	2014076		S06-005-CQU. WO	
S07-011-CHA.EP	Euro. Patent Office	Instant Messaging Activity Notification	07872065.3	2090046		S07-011-CHA. WO	
S05-002-CAL.EP	Euro. Patent Office	Method For Generating Concealment Frames In Communication System	06704595.5	1846920		S05-002-CAL. WO	
S07-014-COA.EP	Euro. Patent Office	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	07870467.3			S07-014-COA. WO	
S07-012-CCS.EP	Euro. Patent Office	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	08751054.1			S07-012-CCS. WO	
S06-009-DMC.EP	Euro. Patent Office	DUAL-MODE DEVICE FOR VOICE COMMUNICATION	07804090.4	2057815		S06-009-DMC. WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-004-ENL.EP	Euro. Patent Office	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	07872840.9	2109950		S07-004-ENL. WO	
S06-013-IMP.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07859329.0	2087695		S06-013-IMP. WO	
S06-013-IM2.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07859298.7	2090077		S06-013-IM2. WO	
S06-013-IM3.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07859299.5	2087694		S06-013-IM3. WO	
S08-009-IP1.EP	Euro. Patent Office	Processing Communication Data	09162911.3			S08-009-IP1. WO	
S07-003-JBA.EP	Euro. Patent Office	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	07872098.4	2130203		S07-003-JBA. WO	
S05-001-MBR.EP	Euro. Patent Office	Method and System For Delivering Messages In A Communication System	05819530.6	1961174		S05-001-MBR. WO	
S07-018-MDP.EP	Euro. Patent Office	Detection of Communication States	07872102.4			S07-018-MDP. WO	
S07-010-NLE.EP	Euro. Patent Office	METHOD OF ESTIMATING NOISE LEVELS IN A COMMUNICATION SYSTEM	07872475.4			S07-010-NLE. WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-016-NTF.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07870466.5	2127075		S07-016-NTF. WO	
S07-012-PPR.EP	Euro. Patent Office	Method of Transmitting Data in a Communication System	07872101.6			S07-012-PPR. WO	
S06-012-PPL.EP	Euro. Patent Office	COMMUNICATION SYSTEM AND METHOD	07866605.4	2098053		S06-012-PPL. WO	
S06-003-PIC.EP	Euro. Patent Office	Secure Transmission System and Method	07734496.8	2022235		S06-003-PIC. WO	
S06-013-PAP.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07859288.8	2077024		S06-013-PAP. WO	
S06-013-PA2.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07859289.6	2074791		S06-013-PA2. WO	
S03-001-PTP.EP	Euro. Patent Office	Peer-To-Peer Telephone System	04743944.3	1649676		S03-001-PTP. WO	
S07-015-PRC.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07872081.0	2113117		S07-015-PRC. WO	
S07-001-RRM.EP	Euro. Patent Office	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	07870470.7			S07-001-RRM. WO	
S06-007-SCG.EP	Euro. Patent Office	SYNCHRONISING CONTACTS	07789640.5	2014073		S06-007-SCG. WO	
S06-014-SPA.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07872467.1	2087701		S06-014-SPA. WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S06-010-SKF.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07872059.6	2100426		S06-010-SKF. WO	
S06-004-SKC.EP	Euro. Patent Office	Group Communication System and Method	07732572.8	2014051		S06-004-SKC. WO	
S07-002-SNM.EP	Euro. Patent Office	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	07872829.2			S07-002-SNM. WO	
S06-013-TC2.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07859316.7	2078410		S06-013-TC2. WO	
S06-002-USL.EP	Euro. Patent Office	User Interface For A Communication Device	07732345.9	2005717		S06-002-USL. WO	
S06-002-USL.EP-SN-DIV	Euro. Patent Office	User Interface – Divisional – Suppressed Notifications	09075078.7	2063612		S06-002-USL. WO	
S06-002-USL.EP-TR-DIV	Euro. Patent Office	User Interface – Divisional – TV Remote	09075326.0			S06-002-USL. WO	
S07-009-WBC.EP	Euro. Patent Office	Connecting A Camera To A Network	07872104.0			S07-009-WBC. WO	
S06-010-YEW.EP	Euro. Patent Office	COMMUNICATION SYSTEM	07870431.9	2100425		S06-010-YEW. WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S05-002-PHF.EP	Euro. Patent Office	Method For Concatenating Frames in Communication System	06704598.9	1846921		S05-002-PHF. WO	
S05-002-MDF.EP	Euro. Patent Office	Method For Weighted Overlap-Add	06704601.1	1849156		S05-002-MDF. WO	
	Euro. Patent Office	Distributed Database System			1649387		
S05-002-CAL.HK	Hong Kong	Method For Generating Concealment Frames in Communication System	07113875.6	1108758A		S05-002-CAL. WO	
S03-001-PTP.HK	Hong Kong	Peer-To-Peer Telephone System	06111709.3	HK1091347		S03-001-PTP. WO	
S05-002-PHF.HK	Hong Kong	Method For Concatenating Frames in Communication a System	07113876.5	HK 1108759		S05-002-PHF. WO	
S05-002-MDF.HK	Hong Kong	Method For Weighted Overlap-Add	07113877.4	HK 1108760		S05-002-MDF. WO	
S05-002-CAL.IN	India	Method For Generating Concealment Frames In Communication System	6015/DELNP/2007			S05-002-CAL. WO	
S06-013-IMP.IN	India	COMMUNICATION SYSTEM	3452/DELNP/2009			S06-013-IMP. WO	
S05-001-MBR.IN	India	Method and System For Delivering Messages In A Communication System	4623/DELNP/2008			S05-001-MBR. WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S03-001-PTP.IN	India	Peer-To-Peer Telephone System	357/DELNP/2006		234703	S03-001-PTP.WO	
S05-002-PHF.IN	India	Method For Concatenating Frames in Communication System	6014/DELNP/2007			S05-002-PHF.WO	
S03-001-PTP.ID	Indonesia	Peer-To-Peer Telephone System	W00200600384		20805	S03-001-PTP.I.WO	
S06-011-CMG.IL	Israel	COMMUNICATION SYSTEM	198885			S06-011-CMG.WO	
S05-002-CAL.IL	Israel	Method For Generating Concealment Frames In Communication System	184864			S05-002-CAL.WO	
S05-001-MBR.IL	Israel	Method And System For Delivering Messages In A Communication System	191389			S05-001-MBR.WO	
S06-013-PAP.IL	Israel	COMMUNICATION SYSTEM	198600			S06-013-PAP.WO	
S06-013-PA2.IL	Israel	COMMUNICATION SYSTEM	198886			S06-013-PA2.WO	
S03-001-PTP.IL	Israel	Peer-To-Peer Telephone System	172901			S03-001-PTP.WO	
S05-002-PHF.IL	Israel	Method For Concatenating Frames in Communication System	184948			S05-002-PHF.WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S05-002-MDF.IL	Israel	Method For Weighted Overlap-Add	184927			S05-002-MDF. WO	
S07-013-AME.JP	Japan	Speech Coding System and Method	Unknown			S07-013-AME. WO	
S06-005-CQU.JP	Japan	User Interface For Handling Call Quality In A Communication System	2009-508537			S06-005-CQU. WO	
S05-002-CAL.JP	Japan	Method For Generating Concealment Frames In Communication System	2007-552505	2008-529072A		S05-002-CAL. WO	
S07-012-CCS.JP	Japan	Method of Transmitting Data in a Communication System	Unknown			S07-012-CCS. WO	
S05-001-MBR.JP	Japan	Method And System For Delivering Messages In A Communication System	2008-541593	2009-516885A		S05-001-MBR. WO	
S07-018-MDP.JP	Japan	Detection of Communication States	Unknown			S07-018-MDP. WO	
S07-010-NLE.JP	Japan	Method of Estimating Noise Levels in a Communication System	Unknown			S07-010-NLE. WO	
S07-016-NTF.JP	Japan	A COMMUNICATION SYSTEM	Unknown			S07-016-NTF. WO	
S06-003-PIC.JP	Japan	Secure Transmission System and Method	2009-508536			S06-003-PIC. WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S03-001-PTP.JP	Japan	Peer-To-Peer Telephone System	2006-520034	2007-535193A		S03-001-PTP.WO	
S06-002-USL.JP	Japan	User Interface For A Communication Device	2009-504808			S06-002-USL.WO	
S05-002-PHF.JP	Japan	Method For Concatenating Frames in Communication System	2007-552507			S05-002-PHF.WO	
S05-002-CAL.MX	Mexico	Method For Generating Concealment Frames In Communication System	07/09202			S05-002-CAL.WO	
S03-001-PTP.MX	Mexico	Peer-To-Peer Telephone System	PA/a/2006/000590		262976	S03-001-PTP.WO	
S05-002-PHF.MX	Mexico	Method For Concatenating Frames in Communication System	07/09203			S05-002-PHF.WO	
S05-002-MDF.MX	Mexico	Method For Weighted Overlap-Add	07/09204			S05-002-MDF.WO	
S06-012-PPL.NZ	New Zealand	Communication System and Method	577113			S06-012-PPL.WO	
S05-002-CAL.NO	Norway	Method For Generating Concealment Frames In Communication System	20074349			S05-002-CAL.WO	
S03-001-PTP.NO	Norway	Peer-To-Peer Telephone System	20060695			S03-001-PTP.WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S05-002-PHF.NO	Norway	Method For Concatenating Frames in Communication System	20074418			S05-002-PHF.WO	
S05-002-MDF.NO	Norway	Method For Weighted Overlap-Add	20074348			S05-002-MDF.WO	
S05-002-CAL.RU	Russia	Method For Generating Concealment Frames In Communication System	2007132728			S05-002-CAL.WO	
S07-014-COA.RU	Russia	Method of Transmitting Data in a Communication System	2009138517			S07-014-COA.WO	
S07-002-SNM.RU	Russia	Method of Transmitting Data in a Communication System	Unknown			S07-002-SNM.WO	
S03-001-PTP.RU	Russia	Peer-To-Peer Telephone System	2006104704		2315438	S03-001-PTP.WO	
S07-004-ENL.RU	Russia	Method of Transmitting Data in a Communication System	Unknown			S07-004-ENL.WO	
S05-002-PHF.RU	Russia	Method For Concatenating Frames in Communication System	2007132735			S05-002-PHF.WO	
S05-002-MDF.RU	Russia	Method For Weighted Overlap-Add	2007132729			S05-002-MDF.WO	
S03-001-PTP.SG	Singapore	Peer-To-Peer Telephone System	200600193-7	118881		S03-001-PTP.WO	
S07-005-ATP.ZA	South Africa	Messaging System and Method	2009/05707			S07-005-ATP.WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S05-002-CAL.ZA	South Africa	Method For Generating Concealment Frames In Communication System	2007/06261			S05-002-CAL.WO	
S03-001-PTP.ZA	South Africa	Peer-To-Peer Telephone System	2006/00288		2006/00288	S03-001-PTP.WO	
S05-002-PHF.ZA	South Africa	Method For Concatenating Frames in Communication System	2007/06534			S05-002-PHF.WO	
S05-002-MDF.ZA	South Africa	Method For Weighted Overlap-Add	2007/06307			S05-002-MDF.WO	
S07-003-JBA.KR	Korea	Method of Transmitting Data in a Communication System	7021930/2009			S07-003-JBA.WO	
S07-005-ATP.KR	Korea	MESSAGING SYSTEM AND METHOD	7019213/2009			S07-005-ATP.WO	
S05-002-CAL.KR	Korea	Method for Generating Concealment Frames in Communication System	7020042/2007			S05-002-CAL.WO	
S05-002-PHF.KR	Korea	Method For Concatenating Frames In Communication System	7020044/2007			S05-002-PHF.WO	
S05-002-MDF.KR	Korea	Method For Weighted Overlap-Add	7020043/2007		747756	S05-002-MDF.WO	
S03-001-PTP.KR	Korea	Peer-To-Peer Telephone System	7000953/2006			S03-001-PTP.WO	

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-024-MDY.TW	Taiwan	Mandalay	97143865			S07-024-MDY.WO	
S07-008-VMM.TW	Taiwan	Multimedia Mood Messages	97124532	200913581		S07-008-VMM.WO	
S08-001-AEC.GB	United Kingdom	Communication System	801108.2	GB2456400			
S08-015-ADN.GB	United Kingdom	Communication System and Method	816276				
S08-036-AHP.GB	United Kingdom	Filtering Speech	900138.9				
S08-030-AUD.GB	United Kingdom	Method and System for Data Transmission	906411.4				
S08-005-AUM.GB	United Kingdom	Audio Device Control Method and Apparatus	811194				
S08-013-BSR.GB	United Kingdom	Communication System and Method	816279.4				
S08-010-CSP.GB	United Kingdom	Distributing Information Presence	816277.8				
S06-011-CMG.GB	United Kingdom	Communication System	723123.6	GB2445065			
S08-006-CME.GB	United Kingdom	Communication System	811198.1				
S09-006-CTA.GB	United Kingdom	Processing Communication Events in a Communication System	908229.8				

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S08-004-CFU.GB	United Kingdom	Communication System	807041.9				
S08-014-CST.GB	United Kingdom	Communication System and Method	816275.2				
S08-007-CON.GB	United Kingdom	Communication System	811195.7				
S08-017-DVC.GB	United Kingdom	Communication System and Method	816271.1				
S08-026-HOP.GB	United Kingdom	Optimising Communications	906410.6				
S08-043-EQL.GB	United Kingdom	Speech Coding	900136.3				
S08-034-ETC.GB	United Kingdom	Regeneration of Wideband Speech	822536.9				
S08-035-ECB.GB	United Kingdom	Controlling Transmission Packet	822620.1				
S08-019-GCI.GB	United Kingdom	User Interface	816483.2				
S09-002-HSD.GB	United Kingdom	Network Access Nodes	908510.1				
S06-013-IMP.GB	United Kingdom	Communication System	723120.2	GB24444816			
S06-013-IM2.GB	United Kingdom	Communication System	723117.8	GB24444175			

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S06-013-IM3.GB	United Kingdom	Communication System	723118.6	GB2444815			
S08-002-INB.GB	United Kingdom	Communication Method and Apparatus	807506.1				
S08-024-KAT.GB	United Kingdom	Communication System and Method	819388.0				
S08-040-MLS.GB	United Kingdom	Speech Coding	900142.1				
S08-031-MRN.GB	United Kingdom	Method and System for Data Transmission	906413				
S08-038-MVQ.GB	United Kingdom	Speech Coding	900144.7				
S08-010-NWC.GB	United Kingdom	Method of Transmitting Data in a Communication System	901676.7	GB2454606			
S08-044-NSQ.GB	United Kingdom	Quantization	900143.9				
S08-027-OST.GB	United Kingdom	Transmitting and Receiving Data	906414.8				
S08-039-LSF.GB	United Kingdom	Speech Encoding	900140.5				
S08-033-PPD.GB	United Kingdom	Regeneration of Wideband Speech	822537.7				
S06-013-PAP.GB	United Kingdom	Communication System	723122.8	GB2444382			

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S06-013-PA2.GB	United Kingdom	Communication System	723119.4	GB2444381			
S08-037-PLE.GB	United Kingdom	Speech Coding	900139.7				
S08-020-PSS.GB	United Kingdom	Data Stream Processing	816482.4				
S09-005-FPN.GB	United Kingdom	Communication System and Method	907922.9				
S09-008-RUI.GB	United Kingdom	Reducing Processing Resources Incurred by a User Interface	912507.1				
S08-045-SOS.GB	United Kingdom	Speech Encoding	900141.3				
S09-003-SHW.GB	United Kingdom	A Peripheral Device for Communication Over a Communications System	907818.9				
S06-013-TC2.GB	United Kingdom	Communication System	723121	GB2445064			
S08-023-TOK.GB	United Kingdom	Communication System and Method	819387.2				
S08-012-TRM.GB	United Kingdom	Communication System and Method	816278.6				
S08-028-UBR.GB	United Kingdom	Optimising Communications	906415.5				

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S08-029-UBS.GB	United Kingdom	Optimising Communications	906416.3				
S08-042-VQO.GB	United Kingdom	Speech Coding	900145.4				
S08-016-VFS.GB	United Kingdom	Communication System and Method	816280.2				
S08-022-VIJ.GB	United Kingdom	Electronic Gaming System & Method	816492.3				
S08-021-VMR.GB	United Kingdom	Electronic Gaming System & Method	816493.1				
S08-018-VIS.GB	United Kingdom	Communication System and Method	816281				
S09-015-PHC.GB	United Kingdom	Matching Information Items	0919675.9				
S09-004-FFS.GB	United Kingdom	Contact Information in a Peer to Peer Communications Network	0919674.2				
S09-024-KAG.GB	United Kingdom	Gain Control for an Audio Signal	0919673.4				
S09-022-KNS.GB	United Kingdom	Noise Suppression	0919672.6				
S09-028-PEP.GB	United Kingdom	Controlling Communications	0919592.6				
S09-027-ABC.GB	United Kingdom	Controlling Communications	0919591.8				

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S08-001-AEC.US	United States	Communication System	12/070719	US-2009-0185515-A1			
S08-001-AE2.US	United States	Communication System	12/070720	US-2009-0185674-A1			
S08-015-ADN.US	United States	Communication System and Method	12/584463				
S08-036-AHP.US	United States	Communication System	12/456603				
S07-005-ATP.US	United States	Messaging System and Method	12/004496	US-2008-0195714-A1			
S07-013-AME.US	United States	Speech Coding System and Method	12/006058	2008-0221906-A1			
S08-005-AUM.US	United States	Communication System	12/220436				
S08-013-BSR.US	United States	Communication System	12/455652				
S08-010-CSP.US	United States	Communication System	12/455153				
S06-011-CMG.US	United States	Communication System	11/986985	US-2008-0192734-A1			
S08-006-CME.US	United States	Communication System	12/220437				
S06-005-CQU.US	United States	User Interface	11/799453	US-2007-0294415-A1			

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-025-CTI.US	United States	Transferring Communication Event ^a	12/290232				
S09-006-CTA.US	United States	Processing Communication Events in a communication system	12/462204				
S08-004-CFU.US	United States	Communication System	12/157170				
S07-011-CHA.US	United States	Instant Messaging Activity Notification	12/004093	US-2008-0201438-A1			
S08-008-CSC.US	United States	Communication System	12/220440				
S05-002-CAL.US	United States	Method for Generating Concealment Frames in Communication System	11/883427				
S05-002-MDF.US	United States	Method For Weighted Overlap- ADD	11/883430				
S05-002-PHF.US	United States	Method For Concatenating Frames In Communication System	11/883440				
S08-014-CST.US	United States	Communication System	12/455653				
S08-007-CON.US	United States	Communication System	12/220435				
S07-014-COA.US	United States	Method of Transmitting Data in a Communication System	12/005058	US-2008-0232442-A1			

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S07-012-CCS.US	United States	Method of Transmitting Data in a Communication System	12/075801	US-2008-0225844-A1			
S08-017-DVC.US	United States	Communication System	12/455635				
S07-006-DDR.US	United States	Communication System and Method	12/005057	US-2009-0013059-A1			
S06-009-DMC.US	United States	Dual-Mode Device for Voice Communication	11/515402	US-2008-0056208-A1			
S07-021-DYC.US	United States	Message Delivery System and Method	11/937069	US20090125593			
S08-043-EQL.US	United States	Communication System	12/455761				
S07-007-EVC.US	United States	Instant Messaging Communication System and Method	12/004106	US-2009-0013265-A1			
S08-34-ETC.US	United States	Communication System	12/456012				
S07-004-ENL.US	United States	Method of Transmitting Data in a Communication System	12/006094	US-2008-0232508-A1			
S08-035-ECB.US	United States	Communication System	12/455908				
S08-003-FLI.US	United States	User Interface	12/148785				
S08-019-GCI.US	United States	Communication System	12/455651				

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S09-002-HSD.US	United States	Network Access Nodes	12/584998				
S06-013-IMP.US	United States	Communication System	11/986977	US-2008-0137834-A1			
S06-013-IM2.US	United States	Communication System	11/986976	US-2008-0137829-A1			
S06-013-IM3.US	United States	Communication System	11/986972	US-2008-0152108-A1			
S09-013-IFC.US	United States	Speech Encoding	12/586915				
S08-002-INB.US	United States	Communication System	12/214262				
S08-009-IPI.US	United States	Communication System	12/220451				
S07-003-JBA.US	United States	Method of Transmitting Data in a Communication System	12/005040	US-2008-0232353-A1			
S08-024-KAT.US	United States	Communication System	12/319372				
S08-011-LMM.US	United States	Communication System	12/455705				
S08-025-DES.US	United States	METHOD AND SYSTEM FOR DATA TRANSMISSION (DES)	12/316365				
S07-024-MDY.US	United States	MANDALAY	12/005155	US20090122968			

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S05-001-MBR.US	United States	Method and System for Delivering Messages in a Communication System	11/285396	US-2007-0118602-A1			
S08-040-MLS.US	United States	Communication System	12/455478				
S07-018-MDP.US	United States	Detection of Communication States	12/006093	2008-0291896-A1			
S08-038-MVQ.US	United States	Communication System	12/455157				
S09-001-NRG.US	United States	Communication System	12/387970				
S08-041-NWC.US	United States	Communication System	12/456021				
S07-010-NLE.US	United States	Method of Estimating Noise Levels in a Communication System	12/006057	US-2008-0201137-A1			
S08-044-NSQ.US	United States	Communication System	12/455100				
S07-016-NTF.US	United States	Communication System	12/005164	2008-0227396-A1			
S09-012-ODS.US	United States	Communication System	12/584,579				
S07-012-PPR.US	United States	Method of Transmitting Data in a Communication System	12/004457	2008-0225750-A1			

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S08-039-LSF.US	United States	Communication System	12/455752				
S08-033-PPD.US	United States	Communication System	12/456033				
S06-012-PPL.US	United States	Communication System and Method	11/986018	US-2008-0159271-A1			
S06-003-PIC.US	United States	Secure Transmission System and Method	11/799452	US-2007-0291789-A1			
S06-013-PAP.US	United States	Communication System	11/986974	US-2008-0139208-A1			
S06-013-PA2.US	United States	Communication System	11/986835	US-2008-0165790-A1			
S03-001-PTP.US	United States	Peer-to-Peer Telephone System	10/890160				
S06-001-PNR.US	United States	Phone Number Recognition	11/416378	US-2007-0274510-A1			
S08-037-PLE.US	United States	Communication System	12/455712				
S08-020-PSS.US	United States	Communication System	12/455446				
S09-005-FPN.US	United States	Communication System and method	12/584987				
S09-010-PBP.US	United States	Presence Information	12/584989				

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S06-006-PRD.US	United States	Dialling Phone Numbers	11/415992	US-2007-0274512-A1			
S07-015-PRC.US	United States	Communications System	12/006054	US-2008-0232565-A1			
S07-012-PVC.US	United States	Method of Transmitting Data in a Communication System	12/402161	US-2009-0234919-A1			
S07-022-PRO.US	United States	Method of Transmitting Data in a Communication System	12/004450	US 2009-0089442-A1			
S07-001-RRM.US	United States	Method of Transmitting Data in a Communication System	12/004523	US-2008-0235389-A1			
S09-011-RBP.US	United States	Presence Information	12/584990				
S09-014-SDX.US	United States	Communication System	12/583184				
S07-017-SEM.US	United States	Payment System and Method	11/848936	US-2009-0063353-A1			
S06-007-SCG.US	United States	Synchronising Contacts	11/799317	US-2008-0046478-A1			
S09-009-SNP.US	United States	Sharing Information Between Network Nodes	12/584132				
S08-045-SOS.US	United States	Speech Encoding	12/583998				
S06-014-SPA.US	United States	Communication System and Method	12/004095	US-2008-0170677-A1			

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S09-003-SHW.US	United States	A Peripheral Device for communication over a communications system	12/583007				
S06-010-SKF.US	United States	Communication System	11/999728	US-2008-0182555-A1			
S06-004-SKC.US	United States	Group Communication System and Method	11/799451	US-2008-0010347-A1			
S07-020-SAB.US	United States	Method of Transmitting Data in a Communication System	12/004494	US-2008-0304429-A1			
S07-002-SNM.US	United States	Method of Transmitting Data in a Communication System	12/004449	US-2008-0232521-A1			
S06-013-TC2.US	United States	Communication System	11/986973	US-2008-0144578-A1			
S08-023-TOK.US	United States	Communication System	12/319367				
S08-012-TRM.US	United States	Communication System	12/455210				
S06-002-USL.US	United States	User Interface for a Communication Device	12/226259	US-2009-0176574		S06-002-USL.WO	
S08-042-VQU.US	United States	Communication System	12/455632				
S08-016-VFS.US	United States	Communication System	12/455084				
S07-019-VIC.US	United States	Video Communication System and Method	12/006055	US-2009-0010485-A1			

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S08-022-VIJ.US	United States	Communication System	12/455880				
S07-008-VMM.US	United States	Multimedia Mood Messages	12/004092	US-2009-0013048-A1			
S08-021-VMR.US	United States	Electronic Gaming System & Method	12/584569				
S07-023-VQU.US	United States	User Interface	12/004470	US20090089849			
S08-018-VIS.US	United States	Communication System	12/455085				
S07-009-WBC.US	United States	Connecting a Camera to a Network	12/006056	US-2008-0231716-A1			
S06-008-WFP.US	United States	Wireless Device for Voice Communication	11/515411	US-2008-0076409-A1			
S06-010-YEW.US	United States	Communication System	11/999730	US-2008-0181199-A1			
	United States	Distributed database system and method having nodes coordinated in a decentralized manner			7,480,658		
S08-001-AEC.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/EP2009/050596	WO 2009/092709			EP09704380
S08-012-TRM.WO	WIPO - Pat. Coop. Trty	Communication System and Method	PCT/EP2009/061410				

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S07-005-ATP.WO	WIPO - Pat. Coop. Trty	MESSAGING SYSTEM AND METHOD	PCT/IB2007/004458	WO 2008/099233			
S07-013-AME.WO	WIPO - Pat. Coop. Trty	Speech Coding System and Method	PCT/IB2007/004491	WO2008/110870			
S08-005-AUM.WO	WIPO - Pat. Coop. Trty	Audio Device Control Method and Apparatus	PCT/EP2009/057563				
S08-013-BSR.WO	WIPO - Pat. Coop. Trty	Communication System and Method	PCT/EP2009/061411				
S08-011-LMM.WO	WIPO - Pat. Coop. Trty	Location Information in a Communication System	PCT/EP2009/063560				
S06-011-CMG.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/IB07/004259	WO2008/065533			
S08-006-CME.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/EP2009/057490				
S06-005-CQU.WO	WIPO - Pat. Coop. Trty	User Interface For Handling Call Quality In A Communicatino System	PCT/IB07/001185	WO 2007/125413			
S08-004-CFU.WO	WIPO - Pat. Coop. Trty	Audio Device Control Method and Apparatus	PCT/EP2009/053633				
S07-011-CHA.WO	WIPO - Pat. Coop. Trty	Instant Messaging Activity Notification	PCT/IB2007/004446	WO 2008/102206			
S08-008-CSC.WO	WIPO - Pat. Coop. Trty	Searching Method and Apparatus	PCT/EP2009/057489				
S08-010-CSP.WO	WIPO - Pat. Coop. Trty	Distribution Presence Information	PCT/EP2009/061414				

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S05-002-CAL.WO	WIPO - Pat. Coop. Trty	Method For Generating Concealment Frames in Communication System	PCT/DK2006/000053	2006/079348			
S08-014-CST.WO	WIPO - Pat. Coop. Trty	Communication System and Method	PCT/EP2009/061416				
S08-007-CON.WO	WIPO - Pat. Coop. Trty	Seaching Method and Apparatus	PCT/EP2009/057485				
S07-014-COA.WO	WIPO - Pat. Coop. Trty	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	PCT/IB2007/004443	WO2008/114084			
S07-012-CCS.WO	WIPO - Pat. Coop. Trty	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	PCT/IB2008/001353	WO 2008/110930			
S08-015-ADN.WO	WIPO - Pat. Coop. Trty	Communication System and Method	PCT/EP2009/061406				
S07-006-DDR.WO	WIPO - Pat. Coop. Trty	Communication method and System	PCT/EP2008/053721	WO 2009/003734			EP08735558
S06-009-DMC.WO	WIPO - Pat. Coop. Trty	DUAL-MODE DEVICE FOR VOICE COMMUNICATION	PCT/GB07/003281	WO 2008/025987			
S07-007-EVC.WO	WIPO - Pat. Coop. Trty	Embedded Video In Chat	PCT/EP2008/053722	WO 2009/003735			EP08735559
S07-004-ENL.WO	WIPO - Pat. Coop. Trty	Method of Transmitting Data in a Communication System	PCT/IB2007/004558	WO 2008/114090			

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S08-003-FLI.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/EP2009/050011	WO 2009/087119			EP09700708
S08-019-GCL.WO	WIPO - Pat. Coop. Trty	User Interface	PCT/EP2009/061572				
S08-020-PSS.WO	WIPO - Pat. Coop. Trty	Data Stream Processing	PCT/EP2009/061495				
S06-013-IMP.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/IB07/004298	WO-2008/065538			
S06-013-IM2.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/IB07/004260	WO-2008/065534			
S06-013-IM3.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/IB07/004261	WO-2008/065535			
S08-002-INB.WO	WIPO - Pat. Coop. Trty	Communication Method and Apparatus	PCT/EP2009/053629				
S07-003-JBA.WO	WIPO - Pat. Coop. Trty	Method of Transmitting Data in a Communication System	PCT/IB2007/004505	WO 2008/114087			
S08-024-KAT.WO	WIPO - Pat. Coop. Trty	Communication System and Method	PCT/EP2009/063283				
S08-016-VFS.WO	WIPO - Pat. Coop. Trty	Communication System and Method	PCT/EP2009/061418				
S07-024-MDY.WO	WIPO - Pat. Coop. Trty	Mandalay	PCT/EP2008/053719	WO 2009/062760			EP08735557
S05-001-MBR.WO	WIPO - Pat. Coop. Trty	Method And System For Delivering Messages In A Communication System	PCT/EP05/013924	WO 2007/059796			

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-018-MDP.WO	WIPO - Pat. Coop. Trty	Detection of Communication States	PCT/IB2007/004511	WO2008/117116			
S07-010-NLE.WO	WIPO - Pat. Coop. Trty	METHOD OF ESTIMATING NOISE LEVELS IN A COMMUNICATION SYSTEM	PCT/IB2007/004498	WO 2008/102207			
S07-016-NTE.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/IB2007/004442	WO 2008/110867			
S07-012-PPR.WO	WIPO - Pat. Coop. Trty	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	PCT/IB2007/004510	WO 2008/110871			
S06-012-PPL.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM AND METHOD	PCT/IB07/004251	WO2008-062313			
S06-003-PIC.WO	WIPO - Pat. Coop. Trty	Secure Transmission System and Method	PCT/IB07/001181	WO 2007/125412			
S06-013-PAP.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/IB07/004249	WO2008/065531			
S06-013-PA2.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/IB07/004250	WO-2008/065532			
S03-001-PTP.WO	WIPO - Pat. Coop. Trty	Peer-To-Peer Telephone System	PCT/IB04/002282	WO 2005/009019			
S08-022-VIJ.WO	WIPO - Pat. Coop. Trty	Electronic Gaming System & Method	PCT/EP2009/061490				

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-015-PRC.WO	WIPO - Pat. Coop. Trty	COMMUNICATIONS SYSTEM	PCT/IB2007/004472	WO2008/104833			
S07-012-PVC.WO	WIPO - Pat. Coop. Trty	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	PCT/EP2009/052916	WO 2009/112547			EP09719364
S07-022-PRO.WO	WIPO - Pat. Coop. Trty	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	PCT/EP2008/053686	WO 2009/043607			EP08718300
S07-001-RRM.WO	WIPO - Pat. Coop. Trty	METHOD OF TRANSMITTING DATA IN A COMMUNICATION SYSTEM	PCT/IB2007/004448	WO 2008/114085			
S06-007-SCG.WO	WIPO - Pat. Coop. Trty	SYNCHRONISING CONTACTS	PCT/IB07/002354	WO 2007/125427			
S06-014-SPA.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM AND METHOD	PCT/IB07/004474	WO 2008/093164			
S09-003-SHW.WO	WIPO - Pat. Coop. Trty	A Peripheral Device for Communication Over a Communications System	PCT/EP2009/061398				
S06-010-SKF.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/IB2007/004416	WO 2008/110866			
S06-004-SKC.WO	WIPO - Pat. Coop. Trty	Group Communication System and Method	PCT/GB07/001535	WO 2007/132149			

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-020-SAB.WO	WIPO - Pat. Coop. Trty	Speech Activity Byte	PCT/EP2008/053688	WO 2008/148591			EP08718301
S07-002-SNM.WO	WIPO - Pat. Coop. Trty	METHOD OF TRANSMITTING DATA IN A COMMUNICATINO SYSTEM	PCT/IB2007/003979	WO 2008/114083			
S06-013-TC2.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/IB07/004279	WO- 2008/065536			
S08-023-TOK.WO	WIPO - Pat. Coop. Trty	Communication System and Method	PCT/EP2009/063280				
S08-017-DVC.WO	WIPO - Pat. Coop. Trty	Communication System and Method	PCT/EP2009/061409				
S06-002-USL.WO	WIPO - Pat. Coop. Trty	User Interface	PCT/GB07/001301	WO 2007/116214			
S08-018-VIS.WO	WIPO - Pat. Coop. Trty	Communication System and Method	PCT/EP2009/061413				
S07-019-VIC.WO	WIPO - Pat. Coop. Trty	Video Image Capture	PCT/EP2008/053723	WO 2009/003736			EP08735560
S08-020-PSS.WO	WIPO - Pat. Coop. Trty	Data Stream Processing	PCT/EP2009/061495				
S07-008-VMM.WO	WIPO - Pat. Coop. Trty	MULTIMEDIA MOOD MESSAGES	PCT/EP2008/053720	WO 2009/003733			EP08718315
S08-021-VMR.WO	WIPO - Pat. Coop. Trty	Electronic Gaming System & Method	PCT/EP2009/061573				

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Internal Reference No.	Country	Title	Appl. No.	Publ. No.	Patent No.	PCT Appl. No.	EP Allocated No. (Nat'l. Phase Not Entered)
S07-023-VQU.WO	WIPO - Pat. Coop. Trty	User Interface	PCT/EP2008/053687	WO 2009/040143			EP08735539
S07-009-WBC.WO	WIPO - Pat. Coop. Trty	Connecting A Camera To A Network	PCT/IB2007/004520	WO 2008/114088			
S06-010-YEW.WO	WIPO - Pat. Coop. Trty	COMMUNICATION SYSTEM	PCT/IB2007/004378	WO2008/068633			
S05-002-PHF.WO	WIPO - Pat. Coop. Trty	Method For Concatenating Frames in Communication System	PCT/DK2006/000055	2006/079350			
S05-002-MDF.WO	WIPO - Pat. Coop. Trty	Method For Weighted Overlap-Add	PCT/DK2006/000054	WO2006/079349			
	WIPO - Pat. Coop. Trty.	Distributed Database System			05/008524A1		

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SKYPE LIMITED REGISTERED DESIGNS AND DESIGN APPLICATIONS

Country	Title	Official No.	Reg. Date
China	Video Communications Device	unknown	
European Union	Video Communications Device	001003115-0001	25/09/2008
European Union	Presence Icons	000968011-0001	08/07/2008
European Union	Presence Icons	000968011-0002	08/07/2008
European Union	Presence Icons	000968011-0003	08/07/2008
European Union	Presence Icons	000968011-0004	08/07/2008
European Union	Presence Icons	000968011-0005	08/07/2008
European Union	Presence Icons	000968011-0006	08/07/2008
European Union	Presence Icons	000968011-0007	08/07/2008
European Union	Presence Icons	000968011-0008	08/07/2008
European Union	Presence Icons	000968011-0009	08/07/2008
European Union	Presence Icons	000968011-0010	08/07/2008
European Union	Presence Icons	000968011-0011	08/07/2008
European Union	Presence Icons	000968011-0012	08/07/2008
European Union	Presence Icons	000968011-0013	08/07/2008
European Union	Presence Icons	000968011-0014	08/07/2008
European Union	Presence Icons	000968011-0015	08/07/2008
European Union	Presence Icons	000968011-0016	08/07/2008
European Union	Presence Icons	000968011-0017	08/07/2008
Taiwan	Video Communication Device	97/305815	08/10/2008
United States	Presence Icons	29/313434	

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SKYPE LIMITED U.S. COPYRIGHT REGISTRATIONS

Title	Reg. No.	Reg. Date
Skype Client Software	PA0001335524	27-Jan-06
Skype Client User Interface	TX00006505730	29-Sep-06
Skype.com Website	TX00006439642	05-Sep-06
Skype 4.0 Gold User Interface	Not Yet Available	Not Yet Available
Global Index Software	TX00006971252	09/10/09
Global Index Software (August 2007 Version)	TX00006973876	09/17/09

EXCLUSIVE INBOUND COPYRIGHT LICENSES

[NONE]

SUPPLEMENT NO. ___ dated as of [] (this "Supplement"), to the Non-U.S. Loan Party Intellectual Property Security Agreement dated as of November 25, 2009, among SKYPE LIMITED, the other GRANTORS from time to time party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

A. Reference is made to (a) the Credit Agreement dated as of November 19, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Springboard Group S.à.r.l., a *société à responsabilité limitée* organized under the laws of Luxembourg ("Holdings"), Springboard Finance, L.L.C., a limited liability company organized under the laws of Delaware, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and (b) the Non-U.S. Loan Party Intellectual Property Security Agreement dated as of November 25, 2009 (as amended, supplemented or otherwise modified from time to time, the "Non-U.S. Loan Party IP Security Agreement"), among Skype Limited, the other Grantors from time to time party thereto and the Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Non-U.S. Loan Party IP Security Agreement, as applicable.

C. The Grantors have entered into the Non-U.S. Loan Party IP Security Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 4.14 of the Non-U.S. Loan Party IP Security Agreement provides that additional Foreign Subsidiaries may become Grantors under the Non-U.S. Loan Party IP Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Foreign Subsidiary (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Non-U.S. Loan Party IP Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 4.14 of the Non-U.S. Loan Party IP Security Agreement, the New Subsidiary by its signature below becomes a Grantor under the Non-U.S. Loan Party IP Security Agreement with the same force and effect as if originally named therein as a Grantor, and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Non-U.S. Loan Party IP Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date

hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Secured Obligations (as defined in the Non-U.S. Loan Party IP Security Agreement), does hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on all of the New Subsidiary's right, title and interest in, to and under the Collateral (as defined in the Non-U.S. Loan Party IP Security Agreement). Each reference to a "Grantor" in the Non-U.S. Loan Party IP Security Agreement shall be deemed to include the New Subsidiary. The Non-U.S. Loan Party IP Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. This Supplement shall become effective as to the New Subsidiary when a counterpart hereof executed on behalf of the New Subsidiary shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the New Subsidiary and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Subsidiary, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that the New Subsidiary shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Non-U.S. Loan Party IP Security Agreement and the Credit Agreement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a schedule with the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office and (b) Schedule II attached hereto sets forth, as of the date hereof, (i) all of the New Subsidiary's Patents, including the name of the registered owner, type, registration or application number and the expiration date (if already registered) of each such Patent owned by the New Subsidiary, (ii) all of the New Subsidiary's Trademarks, including the name of the registered owner, the registration or application number and the expiration date (if already registered) of each such Trademark owned by the New Subsidiary, and (iii) all of the New Subsidiary's Copyrights, including the name of the registered owner, title and, if applicable, the registration number of each such Copyright owned by the New Subsidiary.

SECTION 5. Except as expressly supplemented hereby, the Non-U.S. Loan Party IP Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 4.01 of the Non-U.S. Loan Party IP Security Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Administrative Agent for its fees and expenses incurred hereunder and under the Non-U.S. Loan Party IP Security Agreement as provided in Section 9.03(a) of the Credit Agreement; provided that each reference therein to the "Borrower" shall be deemed to be a reference to "the New Subsidiary".

IN WITNESS WHEREOF, the New Subsidiary and the Administrative Agent have duly executed this Supplement to the Non-U.S. Loan Party IP Security Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY],

By:

Name:
Title:

Legal Name:
Jurisdiction of Formation:
Location of Chief Executive Office:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:

Name:
Title:

SIGNATURE PAGE TO SUPPLEMENT TO NON-U.S. LOAN PARTY
INTELLECTUAL PROPERTY SECURITY AGREEMENT

[[NYCORP:3176240v12:3142D:11/25/09--10:02 a]]

Schedule I
to Supplement No. __ to the
Non-U.S. Loan Party
Intellectual Property
Security Agreement

NEW SUBSIDIARY INFORMATION

<u>Name</u>	<u>Jurisdiction of Formation</u>	<u>Chief Executive Office</u>
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[[NYCORP:3176240v12:3142D:11/25/09--10:02 a]]

Schedule II
to Supplement No. ___ to the
Non-U.S. Loan Party
Intellectual Property
Security Agreement

INTELLECTUAL PROPERTY

SIGNATURE PAGE TO SUPPLEMENT TO NON-U.S. LOAN PARTY
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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