

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maritime Telecommunications Network, Inc.		04/17/2013	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85685394	MTN CLOUD	
Serial Number:	85685395	MTN CRUISECLOUD	
Serial Number:	85685396	MTN YACHTCLOUD	
Serial Number:	85685397	MTN SHIPCLOUD	
Serial Number:	85687599	MTN HTMS	
Serial Number:	85705236	CONNECT AT SEA	
Serial Number:	85731977	MTN NEXUS	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		

OP \$190.00 85685394

Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	04/17/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This Trademark Security Agreement Supplement (this "Supplement"), is dated as of April 17, 2013, by Maritime Telecommunications Network, Inc., a Colorado corporation (the "Trademark Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent (the "Collateral Agent").

WITNESSETH

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

WHEREAS, pursuant to the terms of the Security Agreement, the Trademark Pledgor was required to execute and deliver that certain Trademark Security Agreement, dated as of March 4, 2011 (the "Trademark Security Agreement"), by the Trademark Pledgor in favor of the Collateral Agent; and

WHEREAS, the Trademark Pledgor has filed applications for the registration of the Trademarks listed on Schedule I attached hereto in the United States Patent and Trademark Office, and pursuant to Section 6.5 of the Security Agreement, the Collateral Agent has requested that the Trademark Pledgor execute and deliver this Supplement to the Trademark Security Agreement to grant to the Collateral Agent a security interest in and lien on such Trademarks.

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

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

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

- (a) Trademarks of such Trademark Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Trademark Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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

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

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

MARITIME TELECOMMUNICATIONS
NETWORK, INC.

By: 

Name: _____


Ian Thompson

Title: _____

General Counsel

Agreed and Accepted

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: E. Joseph Hess

Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Maritime Telecommunications Network, Inc.	85/685,394	MTN CLOUD
Maritime Telecommunications Network, Inc.	85/685,395	MTN CRUISECLOUD
Maritime Telecommunications Network, Inc.	85/685,396	MTN YACHTCLOUD
Maritime Telecommunications Network, Inc.	85/685,397	MTN SHIPCLOUD
Maritime Telecommunications Network, Inc.	85/687,599	MTN HTMS
Maritime Telecommunications Network, Inc.	85/705,236	CONNECT AT SEA
Maritime Telecommunications Network, Inc.	85/731,977	MTN NEXUS

Websites:

CONNECTATSEA.COM

DIALASHIP.COM

MTNSATCLOUD.COM

SEAMOBILE.COM