

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLOBECOMM SYSTEMS INC.		12/11/2013	CORPORATION: DELAWARE
TELAURUS COMMUNICATIONS LLC		12/11/2013	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	HIGHBRIDGE PRINCIPAL STRATEGIES, LLC
Street Address:	40 WEST 57TH STREET
Internal Address:	33RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3451879	A LITTLE BIT OF SATELLITE GOES A LONG WA
Registration Number:	2455640	AXSYS
Registration Number:	2373449	CES2001
Registration Number:	2189758	CTF 2001
Registration Number:	3510333	GLOBECOMM
Registration Number:	2676336	GSI
Registration Number:	2676334	GSI
Registration Number:	2695797	SE@COMM
Registration Number:	2713526	SE@COMM
Registration Number:	4325264	SE@FLEX
Registration Number:	3804456	SE@SHIELD
Registration Number:	3808200	SE@SHIELD

OP \$515.00 3451879

Registration Number:	3113355	SKYBORNE
Registration Number:	3113813	SPYGLASS CMS
Registration Number:	2792870	TELAURUS
Registration Number:	2751371	TELAURUS COMMUNICATIONS
Registration Number:	4250432	TEMPO ENTERPRISE MEDIA PLATFORM
Registration Number:	4218235	TOMCAT
Registration Number:	3860383	CACHENDO TAKING IT HIGHER
Serial Number:	85770717	NIMBUS

CORRESPONDENCE DATA

Fax Number: 2147581550
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-758-1500
Email: shernandez@pattonboggs.com
Correspondent Name: AARON PICKELL
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1700
Address Line 2: PATTON BOGGS LLP
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	032112.0102
NAME OF SUBMITTER:	AARON PICKELL
Signature:	/AARON PICKELL/
Date:	12/12/2013

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of December 11, 2013, by **GLOBECOMM SYSTEMS INC.**, a Delaware corporation (“**Company**”) and each of the undersigned (together with Company, the “**Grantors**” and each a “**Grantor**”), in favor of **HIGHBRIDGE PRINCIPAL STRATEGIES, LLC**, as Collateral Agent (together with its successors and assigns in such capacity, the “**Collateral Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Cosmos Acquisition Corp., a Delaware corporation and, upon consummation of the Acquisition (as defined in the Credit Agreement, as defined below), its successor in interest by merger, the Company, the Grantors and certain other subsidiaries of the Company, as Guarantors, the Collateral Agent, the Lenders party thereto from time to time and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Company (the “**Loan**”); and

WHEREAS, it is a condition precedent to the obligation of the Collateral Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to the Collateral Agent, for the benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of the Collateral Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of each Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the “**IP Collateral**”):

(a) The U.S. copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S. trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in intent-to-use trademark applications to the extent that, and so long as, creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein) (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Collateral Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will automatically terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally (other than any contingent indemnification obligations for which no claim has been made and any Letter of Credit Obligations which have been cash collateralized), (b) the cancellations or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit and (c) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Collateral Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may

reasonably request) such documents as the Grantors may reasonably request to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantors and the Collateral Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

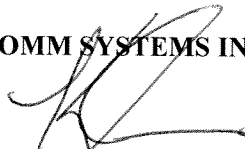
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

GLOBECOMM SYSTEMS INC.

By:  _____

Name: Keith Hall

Title: President

TELAURUS COMMUNICATIONS LLC

By:  _____

Name: Julia Hanft

Title: Secretary

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents:

<u>Patent Name</u>	<u>Application/Patent Number</u>	<u>Filing / Issue Date</u>	<u>Country</u>	<u>Company/Credit Party</u>
SYSTEM FOR REMOTE ACCESS TO COMPUTER NETWORK	5,912,883	Filed 11/01/96 Issued 06/15/99	US	Worldcomm Systems Inc.
SATELLITE COMMUNICATIONS SYSTEM INCLUDING AN AUTOMATIC FREQUENCY CONTROL	5,878,330	Filed 05/20/96 Issued 03/02/99	US	Worldcomm Systems Inc.
MONITOR AND CONTROL SYSTEM FOR SATELLITE COMMUNICATION NETWORKS AND THE LIKE	6,535,716	Filed 06/15/99 Issued 03/18/03	US	Globecomm Systems Inc.
TECHNIQUES FOR IMPLEMENTING TELEPHONIC, FAX, AND/OR DATA COMMUNICATIONS USING INTERNET PROTOCOLS AND SATELLITE LINKS	7,103,017	Filed 01/30/01 Issued 09/05/06	US	Globecomm Systems Inc.
DISTRIBUTED SATELLITE BASED COMMUNICATIONS NETWORK AND METHOD OF PROVIDING INTERACTIVE COMMUNICATIONS	10/898594	Filed 07/23/04	US	Globecomm Systems Inc.

SERVICES USING THE SAME				
DISH ANTENNA KIT INCLUDING ALIGNMENT TOOL AND METHOD OF USE THEREOF	7,138,957	Filed 06/02/2005 Issued 11/21/2006	US	Lyman Brothers, Inc.
DISH ANTENNA KIT INCLUDING ALIGNMENT TOOL AND METHOD OF USE THEREOF	7,050,015	Filed 08/11/2003 Issued 05/23/2006	US	Lyman Brothers, Inc.

Pending Patent Applications:

<u>Patent Name</u>	<u>Application/Patent Number</u>	<u>Filing / Issue Date</u>	<u>Country</u>	<u>Company/Credit Party</u>
VIRTUAL IPTV-VOD SYSTEM WITH REMOTE SATELLITE RECEPTION OF SATELLITE DELIVERED VOD CONTENT AND METHOD OF PROVIDING THE SAME	Application Number: 12/380401	Filed 02/25/09	US	Globecomm Systems Inc.
ARTICLE, INTEGRATED DEVICE, APPARATUS AND METHOD FOR MOUNTING A SATELLITE FEED STRUCTURE TO AN ANTENNA REFLECTOR UNIT	Application No. 14/074,709	Filed 09/05/12	US	Globecomm Systems Inc.
MEDIA CONTROL SYSTEM, PLATFORM	Application No.	Filed	US	Globecomm

AND METHOD	13/421,831	03/15/12		Systems Inc.
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SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>Company/Credit Party</u>
A LITTLE BIT OF SATELLITE GOES A LONG WAY	3451879	06/24/2008	US	Globecomm Systems Inc.
AXSYS	2455640	05/29/2001	US	Globecomm Systems Inc.
CES2001	2373449	08/01/2000	US	Globecomm Systems Inc.
CTF 2001	2189758	09/15/1998	US	Globecomm Systems Inc.
GLOBECOMM	3510333	10/07/2008	US	Globecomm Systems Inc.
GSI	2676336	01/21/2003	US	Globecomm Systems Inc.
GSI (Stylized)	2676334	01/21/2003	US	Globecomm Systems Inc.
SE@COMM	2695797	03/11/2003	US	Telaurus Communications LLC
SE@COMM & DESIGN	2713526	05/06/2003	US	Telaurus Communications LLC
SE@FLEX	4325264	04/23/2013	US	Globecomm Systems Inc.
SE@SHIELD	3804456	06/15/2010	US	Telaurus Communications LLC

SE@SHIELD & Design	3808200	06/22/2010	US	Telaurus Communications LLC
SKYBORNE	3113355	07/11/2006	US	Globecomm Systems Inc.
SPYGLASS CMS	3113813	07/11/2006	US	Globecomm Systems Inc.
TELAURUS (Stylized) & DESIGN	2792870	12/09/2003	US	Telaurus Communications LLC
TELAURUS COMMUNICATIONS	2751371	08/12/2013	US	Telaurus Communications LLC
TEMPO ENTERPRISE MEDIA PLATFORM (Stylized)	4250432	11/27/2012	US	Globecomm Systems Inc.
TOMCAT	4218235	10/02/2012	US	Globecomm Systems Inc.
CACHENDO TAKING IT HIGHER & DESIGN	3860383	10/12/2010	US	Globecomm Systems Inc.

Pending Trademark Applications:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>Company/Credit Party</u>
NIMBUS	Application Number 85770717	Application Date 11/02/2012	US	Globecomm Systems Inc.

SCHEDULE D
DOMAIN NAMES

Domain Name	Ownership
Cachendo.com	GSM
Carrier2carrier.com	C2C
Citelics.com	Hauppauge
Comsourceinc.net	
Criticalfortress.com	Hauppauge
Evosat.com	
Gcomdata.com	Hauppauge
Globalsat.com	GSM
Globecomm.biz	Hauppauge
Globecomm.co	Hauppauge
Globecomm.com	Hauppauge
Globecomm.info	Hauppauge
Globecomm.net	Hauppauge
Globecommbtv.com	Hauppauge
Globecommbtv.mobi	Hauppauge
Globecomm-Maritime.com	Hauppauge
Globecomm-europe.com	C2C
Globecomm.xxx	Hauppauge
Globecommsys.com	Hauppauge
Globecomsystems.com	Hauppauge
Gsi.info	Hauppauge
Mach-six.com	M6
Netsatx.net	Hauppauge
Satelliteuplinkservices.net	Hauppauge
Telaurus.com	
Tempobtv.com	Hauppauge
Tempobtv.mobi	Hauppauge
Tempobtvonline.mobi	Hauppauge
Tempotvonline.com	Hauppauge
Tempoeverywhere.com	