

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                              |
|------------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT               |
| <b>NATURE OF CONVEYANCE:</b> | Release of Security Interest |

**CONVEYING PARTY DATA**

| Name                                 | Formerly | Execution Date | Entity Type           |
|--------------------------------------|----------|----------------|-----------------------|
| General Electric Capital Corporation |          | 01/20/2005     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                          |                              |
|--------------------------|------------------------------|
| <b>Name:</b>             | ILD Telecommunications, Inc. |
| <b>Street Address:</b>   | 500 Sawgrass Village Circle  |
| <b>Internal Address:</b> | Suite 30                     |
| <b>City:</b>             | Ponte Vedra Beach            |
| <b>State/Country:</b>    | FLORIDA                      |
| <b>Postal Code:</b>      | 32082                        |
| <b>Entity Type:</b>      | CORPORATION: DELAWARE        |

**PROPERTY NUMBERS Total: 5**

| Property Type  | Number   | Word Mark     |
|----------------|----------|---------------|
| Serial Number: | 75650258 | DINO-MITE     |
| Serial Number: | 75476156 | CALL 'N CARRY |
| Serial Number: | 75828802 | TALK N CHEAP  |
| Serial Number: | 78072817 | 800-ROLL-CALL |
| Serial Number: | 78071485 | 800MEETALL    |

**CORRESPONDENCE DATA**

Fax Number: (205)244-5714  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 205-458-5284  
 Email: ivincent@burr.com  
 Correspondent Name: India E. Vincent, Esq.  
 Address Line 1: 420 North 20th Street  
 Address Line 2: Suite 3100  
 Address Line 4: Birmingham, ALABAMA 35203

CH \$140.00 75650258

|  |                        |
|--|------------------------|
| NAME OF SUBMITTER:   | India E. Vincent, Esq. |
| Signature:   | /iev - b&f/            |
| Date:  | 02/01/2005             |
| Total Attachments: 6<br>source=GECC Release#page1.tif<br>source=GECC Release#page2.tif<br>source=GECC Release#page3.tif<br>source=GECC Release#page4.tif<br>source=GECC Release#page5.tif<br>source=GECC Release#page6.tif |                        |

**FULL RELEASE OF LIENS**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned GENERAL ELECTRIC CAPITAL CORPORATION, as secured party, whose address is 2325 Lakeview Parkway, Alpharetta, Georgia 30004-1976 does hereby remise, release, exonerate and discharge from the lien and operation of that certain recorded Trademark Security Agreement from ILD Telecommunications, Inc., as grantor, dated October 8, 2001 and recorded in Trademark Reel 002409, Frame 0736 in the United States Patent and Trademark Office (the "Security Agreement"), all properties therein described, and does further hereby remise, release and terminate any and all other liens, security interests or guaranties of any kind or character securing the indebtedness described in said Security Agreement. General Electric Capital Corporation does hereby terminate the Security Agreement, and acknowledges full payment and satisfaction of the indebtedness secured thereby.

IN WITNESS WHEREOF, the undersigned General Electric Capital Corporation has caused these presents to be executed by its duly authorized officers as of the 2<sup>o</sup> day of January, 2005.

GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]  
Name: Steven J. Heise  
Title: Duly Authorized Signatory

STATE OF Georgia )  
COUNTY OF Fulton )

I, Joy Roberts, a Notary Public in and for said County in said State, hereby certify that Steven J. Heise, whose name as Duly Authorized Signatory of GENERAL ELECTRIC CAPITAL CORPORATION, is signed to the foregoing Full Release of Lien and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date. Given under my hand this 2<sup>o</sup> day of January, 2005.

Joy Roberts  
Notary Public  
My Commission Expires: \_\_\_\_\_

Notary Public - Fulton County, Georgia  
My Commission Expires June 23, 2005

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 8, 2001, by **ILD TELECOMMUNICATIONS, INC.**, a Delaware corporation (f/k/a **ILD Teleservices, Inc.**) ("**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Agent for the lending parties from time to time to the Credit Agreement described below ("**Agent**").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of October 8, 2001, by and among Grantor, Intellicall Operator Services, Inc. ("**Intellicall**"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and Intellicall;

**WHEREAS**, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and Intellicall shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

**WHEREAS**, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to in Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License,

provided, however, that this Agreement will not relate to or affect any of Grantor's trademark or service mark applications based on intent-to-use the marks until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the Patent and Trademark Office and the marks are actually used in commerce.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[signature page follows]

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

ILD TELECOMMUNICATIONS, INC.

By: [Signature]  
Name: H. Edward Brooks, Jr.  
Title: Executive Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: Kenneth M. Gaccvich  
Title: Duly Authorized Signatory

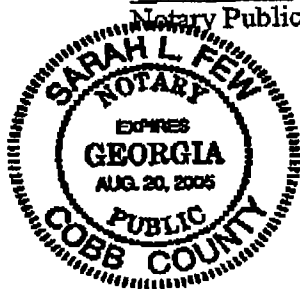
ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia )  
COUNTY OF Fulton ) ss.

On this 17<sup>th</sup> day of October, 2001, before me personally appeared H. Edward Brooks, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ILD Telecommunications, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
\_\_\_\_\_  
Notary Public

[SEAL]



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

ILD TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_
Name: H. Edward Brooks, Jr.
Title: Executive Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]
Name: Kenneth M. Gacevich
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_ day of \_\_\_\_\_, 2001, before me personally appeared H. Edward Brooks, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ILD Telecommunications, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[SEAL]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

| <u>Trademark</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Jurisdiction</u>      |
|------------------|----------------------|--------------------|----------------------------|--------------------------|--------------------------|
| 1. Dino-Mite     | 75650258             | February 26, 1999  | 2321543                    | February 22, 2000        | United States of America |
| 2. Call 'N Carry | 75476156             | April 28, 1998     | 2266830                    | August 3, 1999           | United States of America |
| 3. Talk 'N Cheap | 75828802             | October 21, 1999   | Unavailable                | Unavailable              | Unavailable              |
| 4. 800-Roll-Call | 78072817             | July 8, 2001       | Unavailable                | Unavailable              | Unavailable              |
| 5. 800MEETALL    | 78071485             | June 28, 2001      | Unavailable                | Unavailable              | Unavailable              |

ATLLIB01 1230822.4

RECORDED: 02/06/2002

TRADEMARK  
REEL: 002409 FRAME: 0741

RECORDED: 02/01/2005

TRADEMARK  
REEL: 003020 FRAME: 0114