

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TTI Holdings, Inc.		11/08/2004	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Innovative Processing Solutions, LLC (f/k/a Transcom Acquisition Company, LLC)		
Street Address:	6125 Preservation Drive		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37416		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2530656	PNV.NET	
Registration Number:	2489377	PNV	
Registration Number:	2483796	PNV	
Registration Number:	2339788	PARK 'N VIEW	
Registration Number:	2362667	YOUR CAB. YOUR CABLE. YOUR CALL.	
Registration Number:	2240772	WHERE SMART DRIVERS STAY CONNECTED	
CORRESPONDENCE DATA			
Fax Number:	(314)480-1505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	423.266.5500		
Email:	trademark@husch.com		
Correspondent Name:	Karen G. Biagi		
Address Line 1:	736 Georgia Avenue		
Address Line 2:	Suite 300		
Address Line 4:	Chattanooga, TENNESSEE 37402		

OP \$165.00 2530656

NAME OF SUBMITTER:	Karen G. Biagi
Signature:	/Karen G. Biagi/
Date:	03/02/2005
Total Attachments: 5 source=TTItoIPSSupplAssignment036#page1.tif source=TTItoIPSSupplAssignment037#page1.tif source=TTItoIPSSupplAssignment038#page1.tif source=TTItoIPSSupplAssignment039#page1.tif source=TTItoIPSSupplAssignment040#page1.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of November 8, 2004 (the "Effective Date"), is made by and between **TTI HOLDINGS INC.**, a Nevada corporation ("Assignor"), and **INNOVATIVE PROCESSING SOLUTIONS, LLC (f/k/a/ TRANSCOM ACQUISITION COMPANY, LLC)**, a Nevada limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated October 13, 2004 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Acquired Assets" as defined in the Purchase Agreement;

WHEREAS, capitalized terms used by not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks, and all common law rights in the unregistered trademarks, all as identified and set forth on Schedule A or that otherwise constitute Acquired Assets under the Purchase Agreement (all of the foregoing collectively, the "Trademarks") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor's Undertaking. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks which are the subject of any federal application for registration, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the

same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor's Further Undertaking. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation or perfection of this Assignment.

4. Counterparts. This Assignment may be executed in two or more counterparts (including by means of telecopied signature pages), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Tennessee.

6. The Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

7. Binding Effect. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

[Signatures on Next Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

TTI HOLDINGS INC., a Nevada corporation

By: Michael O. Dunn

Name: Michael O. Dunn

Title: Chief Executive Officer

INNOVATIVE PROCESSING SOLUTIONS, LLC, a Nevada limited liability company

By: Max L. Fuller

Name: Max L. Fuller

Title: Manager

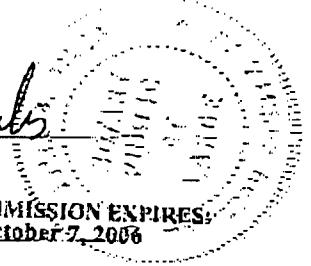
STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Michael O. Dunn with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Executive Officer of TTI HOLDINGS INC., the within named bargainor, a corporation, and that he as such Chief Executive Officer of said corporation, being authorized so to do, signed, sealed and delivered the foregoing instrument in my presence for the purposes therein contained as his free act and deed, by signing the name of the corporation by himself as such Chief Executive Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in said County, on this the 25 day of February, 2005.

Julia C. Mills
Notary Public

My Commission Expires: October 7, 2006



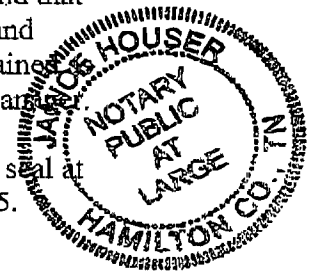
STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Max L. Fuller with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Manager of INNOVATIVE PROCESSING SOLUTIONS, LLC, the within named bargainor, a limited liability company, and that he as such Manager of said company, being authorized so to do, signed, sealed and delivered the foregoing instrument in my presence for the purposes therein contained as his free act and deed, by signing the name of the company by himself as such Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in said County, on this the 28 day of February, 2005.

Jessie Houser
Notary Public

My Commission Expires: 2/25/06



SCHEDULE "A"**TRADEMARKS**

#	Trademark	Owner	Serial/Reg. #
1	PNV.NET	TTI Holdings	Serial #: 75/981,248 Reg. #: 2,530,656
2	PNV	TTI Holdings	Serial #: 75/980,818 Reg. #: 2,489,377
3	PNV	TTI Holdings	Serial #: 75/980,773 Reg. #: 2,483,796
4	PNV	TTI Holdings	All common law rights to the mark used in connection with providing entertainment services, namely, distribution of television programming to cable television systems, a global computer network, and wireless television systems
5	PNV	TTI Holdings	All common law rights to the mark used in connection with advertising services, namely, providing advertising space in a periodical, dissemination of advertising for others via an on-line electronic communications network, and providing television advertising for others
6	PARK 'N VIEW and design	TTI Holdings	Serial #: 75/464,718 Reg. #: 2,339,788
7	YOUR CAB. YOUR CABLE.YOUR CALL	TTI Holdings	Serial #: 75/344,567 Reg. # 2,362,667
8	WHERE SMART DRIVERS STAY CONNECTED	TTI Holdings	Serial # 75/464,755 Reg. # 2,240,772

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