

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
Supra Telecommunications and Information Systems, Inc.		03/18/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Laminar Direct Capital L.P.
Street Address:	10000 Memorial Dr., Suite 500
City:	Houston
State/Country:	TEXAS
Postal Code:	77024
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	76621368	MI MUNDO?
Registration Number:	2736380	SUPRACENTS
Registration Number:	2734479	SUPRA EXECUTIVECENTS
Registration Number:	2881152	SUPRASAVER
Serial Number:	76602674	WAVE SIGNAL
Serial Number:	76531669	SUPRASMART
Registration Number:	2804518	AT SUPRA TELECOM, WE MEAN BUSINESS!
Registration Number:	2793912	SUPRA TELECOM
Registration Number:	2734660	TOTAL SOLUTION PLUS
Registration Number:	2734518	TOTAL SOLUTION
Registration Number:	2758504	SAVE YOUR MONEY...DON'T GIVE IT AWAY!
Registration Number:	2761295	DISTINCTONE
Registration Number:	2733934	SUPRA TELECOM

CH \$340.00 76621368

CORRESPONDENCE DATA

Fax Number: (713)615-5243

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7137584730

Email: iptldocket@velaw.com

Correspondent Name: Cindy Y. Lee

Address Line 1: 1001 Fannin St., Suite 2300

Address Line 2: First City Tower

Address Line 4: Houston, TEXAS 77002-6760

NAME OF SUBMITTER:	Jessica Greeney, Paralegal
Signature:	/Jessica Greeney/
Date:	03/31/2005

Total Attachments: 4

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EXECUTION COPY

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Supra Telecommunications and Information Systems, Inc., a Florida corporation (the “Grantor”), owns the Trademarks and Trademark applications listed on Schedule I annexed hereto; and

WHEREAS, reference is made to (a) the Credit Agreement, dated as of the date hereof (together with all amendments, restatements, supplements or other modifications thereto, the “Credit Agreement”), among the Grantor, each of the Lenders from time to time party thereto and Laminar Direct Capital L.P., as Administrative Agent, pursuant to which the Lenders intend to make loans to the Grantor, in each case on the terms and conditions set forth in the Credit Agreement and (b) that certain Pledge and Security Agreement, dated as of the date hereof (as may be amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the “Security Agreement”), by and between the Grantor and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, among other things, a lien on and security interest in all right, title, and interest of the Grantor in the Grantor's Trademarks (as defined in the Security Agreement) to secure the payment of all amounts owing under the Credit Agreement and the Loan Documents (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Grantor does hereby grant to the Administrative Agent a lien on and security interest in all of the Grantor's right, title, and interest in, to, and under the following, whether presently existing or hereafter arising or acquired (all of which being hereinafter collectively referred to as the “Trademark Collateral”):

(a) each Trademark and each application for registration of Trademarks owned by the Grantor, including, without limitation, each Trademark registration and Trademark application referred to in Schedule 1 annexed hereto;

(b) each interest in a Trademark License held by the Grantor, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto;

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future infringement or other unauthorized use of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, and for any Trademark License, including, without limitation, any Trademark License listed on Schedule 1 annexed hereto including the right to sue for and collect same for

Administrative Agent's own use and enjoyment and the enjoyment of its successors, assigns, Affiliates and other legal representatives;

(d) all unregistered Trademarks owned by the Grantor; and

(e) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

In order to secure the due repayment of the Secured Obligations (as defined in the Security Agreement), the Grantor, pursuant to the Security Agreement, has granted to the Administrative Agent a security interest in all of its right, title, and interest in the Trademark Collateral. The Grantor acknowledges receipt of a copy of the Security Agreement and hereby consents to all of the terms thereof, including the exercise by the Administrative Agent of the rights and powers assigned to the Administrative Agent under, or as set forth in, the Security Agreement and the other Loan Documents (as defined in the Credit Agreement). Grantor unconditionally and irrevocably agrees to pay directly to the Administrative Agent, or require the direct payment to the Administrative Agent of, any payment due or to become due to the Lenders under the Loan Documents to the Administrative Agent in accordance with the Loan Documents.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks, Trademark registrations and applications, and Trademark Licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein.

**Schedule 1
Trademarks**

A. Trademarks:

<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Mi Mundo	11-19-04	Newly filed	76/621,368
Supracents	08-22-02	Registered	2736380
Supra Executive			
Cents	08-22-02	Registered	2734479
Suprasaver	09-23-03	Registered	2881152
Wave signal	07-16-04	Newly filed	76/602,674
Suprasmart	07-23-03	N/of allow	76/531,669
At Supra Telecom			
We mean Business	02-20-03	Registered	2804518
Supra TelecomM	06-14-02	Registered	2793912
Total Solution			
Plus.	10-01-02	Registered	2734660
Total Solution	07-08-03	Registered	2734518
Save your Money... Don't Give	08-22-02		
It away		Registered	2758504
Distinctone	08-14-02	Registered	2761295
Supra Telecom	07-08-03	Registered	2733934

B. Trademark Licenses: None