

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
Swissfone, Inc.		03/24/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Access Capital, Inc.		
Street Address:	405 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2894703		
Registration Number:	2894704	SWISSFONE	
Registration Number:	2894705	SWISSFONE	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

CH \$90.00 2894703

Date:

04/07/2005

Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SWISSFONE, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 03/24/2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Access Capital, Inc.

Internal Address: _____

Street Address: 405 Park Avenue

City: New York

State: New York

Country: U.S.A. Zip: 10022

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2894703, 2894704, 2894705

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Loeb & Loeb LLP

Internal Address: attn: Loukia Harris, Legal Assistant

Street Address: 345 Park Avenue

City: New York

State: NY Zip: 10154

Phone Number: 212-407-4149

Fax Number: 212-214-0439

Email Address: lharris@loeb.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

April 1, 2005
Date

Loukia Harris

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of March 24, 2005, is made by SWISSFONE, INC., a Delaware corporation ("Grantor") in favor of ACCESS CAPITAL, INC. ("Access").

WHEREAS, pursuant to that certain Accounts Receivable Purchase Agreement dated as of the December 19, 2003 by and between Grantor and Access Capital (as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement"), Access Capital has agreed to provide certain financial accommodations to Grantor; and

WHEREAS, Access Capital is willing to extend financial accommodations to Grantor as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Access Capital this 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:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor to Access Capital now or hereafter existing from time to time, Grantor hereby grants to Access Capital 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 "Collateral"):

- (a) all of its patents and patent licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its copyrights and copyright licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each patent, each patent license, each trademark, each trademark license, each copyright and each copyright license; and
- (f) 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 patent or patent licensed under any patent license,

(ii) injury to the goodwill associated with any patent or any patent licensed under any patent license, (iii) infringement or dilution of any trademark or trademark licensed under any trademark license, (iv) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, (v) infringement or dilution of any copyright or copyright licensed under any copyright license, and (vi) injury to the goodwill associated with any copyright or any copyright licensed under any copyright license.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any patent, trademark or copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. Grantor's patents, trademarks and copyrights are valid and enforceable, are solely owned by Grantor and there is no claim that the use of any of them violates the rights of any third person. This Agreement is effective to create a valid and continuing Lien on and perfected security interests in favor of Access Capital in all of Grantor's patents, trademarks and copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Access Capital' lien on Grantor's patents, trademarks and copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Access Capital that from and after the date of this Agreement and until the expiration of the Term:

(a) Grantor shall notify Access Capital immediately if it knows or has reason to know that any application or registration relating to any patent, trademark or copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any patent, trademark or copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Access Capital prior written notice thereof, and, upon request of Access Capital, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Access Capital) to evidence Access Capital' lien on such patent, trademark or copyright, and the general intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Access Capital to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the patents or trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of

use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Access Capital promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Access Capital shall deem appropriate under the circumstances to protect such Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Access Capital pursuant to the Purchase Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Access Capital with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. Indemnification. (A) Grantor assumes all responsibility and liability arising from the use of the patents, trademarks and/or copyrights and Grantor hereby indemnifies and holds Access Capital harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the patents, trademarks and/or copyrights. (B) In any suit, proceeding or action brought by Access Capital under any patent license, trademark license or copyright license for any sum owing thereunder, or to enforce any provisions of such license, Grantor will indemnify and keep Access Capital harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Access Capital.

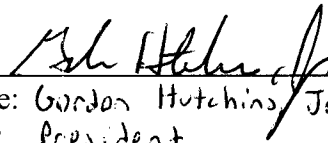
Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Purchase Agreement.

Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Purchase Agreement.

[Signature Page to Follow]

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

SWISSFONE, INC.

By: 
Name: Gordon Hutchins, Jr.
Title: President

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By: _____
Name:
Title:

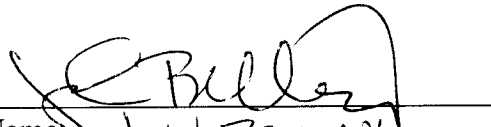
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SWISSFONE, INC.

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By: 
Name: JOHN BELLINO
Title: VICE PRESIDENT

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
	None	

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
	None	

III. PATENT LICENSES

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
	None	

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
2,894,703	“S” Stylized Design	U.S.A.	
2,894,704	“SWISSFONE” (Word Only)	U.S.A.	
2,894,705	“SWISSFONE” & Design	U.S.A.	
003366259	“SWISSFONE” & Design	EU	
003364833	“SWISSFONE” (Word Only)	EU	
1238920	“SWISSFONE” (Word Only)	India	
1238921	“SWISSFONE” & Design	India	
2003718082	“SWISSFONE” (Word Only)	Russia	
20030910071	“SWISSFONE” (Word Only)	Ukraine	

II. TRADEMARK APPLICATIONS

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
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III. TRADEMARK LICENSES

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
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SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
	None	

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
	None	

III. COPYRIGHT LICENSES

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
	None	