

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WorldSpace Systems Corporation		03/26/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Global Equal Access		
Street Address:	38 Keyes Avenue, #3, Building 38, The Presidio		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94129		
Entity Type:	Nonprofit Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76179649	EQUAL ACCESS	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 268 7037		
Email:	rlal@mofo.com		
Correspondent Name:	Douglas L. Hendricks		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
NAME OF SUBMITTER:	Douglas L. Hendricks		
Signature:	/Douglas L. Hendricks/		
Date:	06/07/2005		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT AGREEMENT

RG

This Trademark Assignment Agreement (the "Agreement") is made as of March 24, 2005 (the "Effective Date") by and between Worldspace Systems Corporation ("Assignor"), a Delaware corporation located at 2400 N Street, N.W., Washington, DC 20037, and Global Equal Access ("Assignee"), a California nonprofit corporation located at 55 Hayes Avenue, #3, Building 34, The Fields, San Francisco, CA 94129 (referred to collectively as the "Parties" and individually as a "Party").

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06/07/05

WHEREAS, Assignor is the sole owner of all right, title and interest in and to the mark EQUAL ACCESS (the "Mark"), the application to register the Mark (United States Trademark Application Serial No. 76/936,934, the "Application"), and any registration for the Mark (the "Registration"), and to the goodwill and reputation of the business connected with and symbolized by the Mark;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Mark, the Application, and the Registration to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. **Assignment.** Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Mark, the Application, and the Registration together with all goodwill associated therewith, effective upon Assignor's receipt of all payments due hereunder. Assignor shall execute such written instruments and attend such other cooperation as may be reasonably necessary to convey the Mark, the Application, and the Registration to Assignee.

2. **Payment.** As full payment for the assignment of the Mark, the Application, and the Registration, Assignee shall pay to Assignor the sum of four thousand United States dollars (\$4,000.00) on the Effective Date.

3. **Miscellaneous.** This Agreement is made under and shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, that such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or limited thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE
By: Ranni Goldfarb
Name: RANNI GOLDFARB
Title: EXECUTIVE DIRECTOR
March 24, 2005

ASSIGNOR
By: [Signature]
Name: SRIDHAR GANESAN
Title: EVP & CFO
April 19, 2005