

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oblio Telecom, Inc.		08/12/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2254375	TCC
Registration Number:	2360748	TELERUMBA
Registration Number:	2604355	PICANTE
Registration Number:	2634845	IDA Y VUELTA
Registration Number:	2710727	OBLIO TELECOM
Registration Number:	2728573	YADA YADA YADA!
Registration Number:	2768827	EZ-CELL
Registration Number:	2797180	SMART ASIA
Registration Number:	2804414	REAL TIME
Registration Number:	2901387	MY PINLESS
Serial Number:	78434521	24/7
Serial Number:	78460997	BRAVO
Serial Number:	78461006	PICANTE

CORRESPONDENCE DATA

900031915

**TRADEMARK
 REEL: 003157 FRAME: 0681**

CH \$340.00 2254375

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBCInnovis 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/
Date:	09/12/2005

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of August 12, 2005, by OBLIO TELECOM, INC., a Delaware corporation ("Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company (the "Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof, between the Grantor, as Borrower, the Lender and other parties named therein (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lender has agreed, subject to the terms and conditions set forth therein, to lend to the Borrower certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Lender to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Lender;

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all of the Grantor's obligations under the Loan Agreement, Grantor hereby grants to Lender a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Lender.

4. Power of Attorney. Grantor hereby irrevocably grants to the Lender, a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Lender's discretion, to take any action and to execute any instrument that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Lender and without first obtaining Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Lender and without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including,

without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Lender in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Lender to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Grantor hereby agrees to provide the Lender, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on

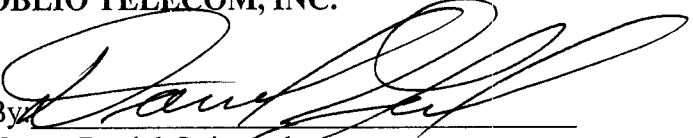
one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

OBLIO TELECOM, INC.

By: 

Name: Daniel Guimond

Its: Chief Financial Officer

LENDER:

CAPITALSOURCE FINANCE LLC

By: _____

Name: Stephen M. Klein

Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

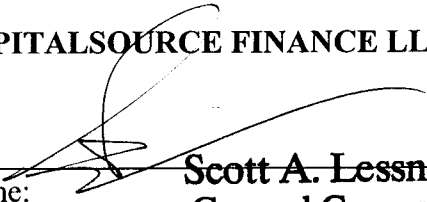
GRANTOR:

OBLIO TELECOM, INC.

By: _____
Name: Daniel Guimond
Its: Chief Financial Officer

LENDER:

CAPITALSOURCE FINANCE LLC

By: 
Name: **Scott A. Lessne**
Title: **General Counsel**
HealthCare and Speciality
Finance Business

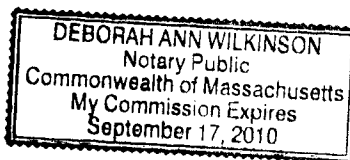
ACKNOWLEDGMENT

STATE OF Massachusetts :
: SS
COUNTY OF Essex :

Before me, the undersigned, a Notary Public, on this 1st day of August, 2005, personally appeared DANIEL GUIMOND to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer of OBLIO TELECOM, INC., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Chief Financial Officer acknowledged said instrument to be his free act and deed.



Deborah Ann Wilkinson
Notary Public
My Commission Expires: September 17, 2010



ACKNOWLEDGMENT

STATE OF _____ :
: SS
COUNTY OF _____ :

Before me, the undersigned, a Notary Public, on this ___ day of August, 2005, personally appeared STEPHEN M. KLEIN to me known personally, who, being by me duly sworn, did say that he is a Managing Director of CAPITALSOURCE FINANCE LLC, as Lender, and that said Intellectual Property Security Agreement was signed on behalf of said Lender, and the said Managing Director acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____ :
: SS
COUNTY OF _____ :

Before me, the undersigned, a Notary Public, on this ___ day of August, 2005, personally appeared DANIEL GUIMOND to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer of OBLIO-TELECOM, INC., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Chief Financial Officer acknowledged said instrument to be his free act and deed.

Notary Public
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF Maryland _____ :
: SS
COUNTY OF Montgomery _____ :

Before me, the undersigned, a Notary Public, on this 11 day of August, 2005, personally appeared Scott A. Lesne to me known personally, who, being by me duly sworn, did say that he is General Counsel of CAPITALSOURCE FINANCE LLC, as Lender, and that said Intellectual Property Security Agreement was signed on behalf of said Lender, and the said General Counsel acknowledged said instrument to be his free act and deed.

Gene Ladel

Notary Public
My Commission Expires: 3/30/09

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None

Pending Copyright Applications

None

SCHEDULE B

PATENT COLLATERAL

Registered Patents

None

Pending Patent Applications

None

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

<u>Trademark</u> <u>Mark</u>	<u>Registration Number</u>	<u>Registered Owner</u>
TCC	2,254,375	Inc.
Telerumba	2,360,748	Inc.
Picante	2,604,355	Inc.
Ida Y Vuelta	2,634,845	Inc.
Oblio Telecom	2,710,727	Inc.
Yada Yada Yada	2,728,573	Inc.
E-Z Cell	2,768,827	Inc.
Smart Asia	2,797,180	Inc.
Real Time	2,804,414	Inc.
My Pinless	2,901,387	Inc.

Trademark Applications

<u>Pending Marks</u>		<u>Date Filed</u>	<u>Owner</u>
24/7	78434521	6-14-04	Inc.
Bravo	78460997	8-3-04	Inc.
Picante	78461006	8-3-04	Inc.