

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
Interactive Communications International, Inc.		12/19/2005	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	1111 Fannin Street
Internal Address:	9th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78069622	FASTWEB
Serial Number:	78067658	
Serial Number:	78067653	
Serial Number:	75123775	INCOMM

CORRESPONDENCE DATA

Fax Number: (214)855-4300

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

Phone: 214-855-4775

Email: awalker@jenkens.com

Correspondent Name: Andrea Walker

Address Line 1: 1445 Ross Avenue

Address Line 2: Suite 3700

Address Line 4: Dallas, TEXAS 75202-2799

900040821

TRADEMARK
REEL: 003235 FRAME: 0630

CH \$115.00 78069622

ATTORNEY DOCKET NUMBER:	12283-194, INTERACTIVE CO
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	01/27/2006
<p>Total Attachments: 4</p> <p>source=12283-00194 Interactive Comm tm sec agr #page1.tif</p> <p>source=12283-00194 Interactive Comm tm sec agr #page2.tif</p> <p>source=12283-00194 Interactive Comm tm sec agr #page3.tif</p> <p>source=12283-00194 Interactive Comm tm sec agr #page4.tif</p>	

TRADEMARK SECURITY AGREEMENT

WHEREAS, Interactive Communications International, Inc., a Nevada corporation ("Grantor"), owns the Trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), are parties to a Credit Agreement dated December 16, 2005 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Secured Party; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 16, 2005 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration and trademark application, including, without limitation, the Trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or trademark registration including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the ____ day of December, 2005.

Acknowledged:

GRANTOR:

SECURED PARTY:

By: INTERACTIVE COMMUNICATIONS

INTERNATIONAL INC.

Name: [Signature]

Title: President, CEO

By:

JPMORGAN CHASE BANK, N.A., as

Administrative Agent

Name: [Signature]

Title: Vice President

ACKNOWLEDGEMENT

STATE OF Georgia §
§
COUNTY OF Fulton §

On the 19th day of December, 2005 before me personally appeared M. Brooks Smith to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President, CEO of Interactive Communications Int'l, Inc. who being by me duly sworn, did depose and say that he is President, CEO of Interactive Communications Int'l, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Stacey Rawls
Notary Public

My commission expires:
10-27-07

ACKNOWLEDGEMENT

STATE OF Texas §
§
COUNTY OF Dallas §

On the 22 day of December, 2005 before me personally appeared Chad Smith to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as VP of Emergent Chase Bank NA who being by me duly sworn, did depose and say that he is VP of Emergent Chase Bank NA the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Sherri Hossler
Notary Public

My commission expires:



Schedule 1
to Trademark
Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS					
Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
Interactive Communications International, Inc.	United States	FASTWEB	78/069622	06/18/2001	abandoned 06/20/2003
Interactive Communications International, Inc.	United States	FASTWEB	78/067658 (misassigned serial number)	06/06/2001	misassigned 06/11/2001
Interactive Communications International, Inc.	United States	FASTPIN	78/067653 (misassigned serial number)	06/06/2001	misassigned 06/11/2001
Interactive Communications International, Inc.	United States	INCOMM	75/123775	06/21/1996	abandoned 05/01/1998
Interactive Communications International, Inc.	Georgia	HELLO GEORGIA	T19,397	06/13/2001	registered

TRADEMARK LICENSES		
Name of Agreement	Parties	Date of Agreement
Trademark License Agreement	E2Interactive, Inc. to Interactive Communications International, Inc.	December 3, 2004