

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
Cellstar Corporation		08/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2675816	AOS ON-LINE CELLSTAR
Registration Number:	2275537	CELLSTAR
Registration Number:	1976263	CELLSTAR
Registration Number:	2603277	CELLSTAR
Registration Number:	1896626	CELL STAR
Registration Number:	2582573	CELLSTAR NETXTREME
Registration Number:	2755539	ETELL
Serial Number:	78517937	IJOY
Registration Number:	2888948	INFINITRAX
Serial Number:	78557202	NETXTREME
Serial Number:	78607320	OMNIGISTICS
Registration Number:	2994534	OMNIGISTICS
Registration Number:	2599635	ORDERSTAR
Registration Number:	2851014	ORDERSTAR

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Registration Number:	2891289	ORDERSTAR
Registration Number:	2688804	
Registration Number:	2756124	
Registration Number:	2533227	CELLSTAR
Registration Number:	2318993	CELLSTAR ADVANCED ORDER SYSTEM
Registration Number:	1835240	CELLSTAR

CORRESPONDENCE DATA

Fax Number: (312)577-4782
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.577.8525
Email: terese.scholl@kattenlaw.com
Correspondent Name: KATTEN MUCHIN ROSENMAN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Terese Scholl
Signature:	/Terese Scholl/
Date:	09/12/2006

Total Attachments: 71
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of August 31, 2006, by and among **CELLSTAR CORPORATION**, a Delaware corporation (the "Parent"), and certain of its Subsidiaries (as defined in the Loan Agreement, defined below) signatory hereto and those additional Subsidiaries that hereafter become parties hereto by executing the form of supplement attached hereto as Annex 1 (each a "Pledgor;" and together with the Parent, collectively, the "Pledgors"), and **CAPITALSOURCE FINANCE LLC**, as administrative agent (in such capacity, the "Agent") on behalf of the Lenders whose names appear on the signature pages of the Loan Agreement (together with any other financial institution that subsequently becomes a "Lender" under the Loan Agreement, the "Lenders"),

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Pledgors (each a "Borrower" and collectively, the "Borrowers"), the Agent, and the Lenders party thereto, the Lenders have agreed to make certain loans and other financial accommodations to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make loans and other financial accommodations to the Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement, in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations (as defined in the Loan Agreement) of the Borrowers under the Loan Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in the entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Pledgor hereby grants to the Agent, for the benefit of the Lender Group, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of each Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all

licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether any Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory now or hereafter owned by any Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. No Pledgor shall, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to the Agent on behalf of the Lender Group under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Trademarks, Copyrights, Patents and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1, as amended from time to time in accordance with this Agreement, include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by any Pledgor, (b) the Patents listed on Schedule 2, as amended from time to time in accordance with this Agreement, include all of the patents and patent applications now owned or held by any Pledgor, (c) the Copyrights listed on Schedule 3, as amended from time to time in accordance with this Agreement, include all of the copyright registrations now owned or held by any Pledgor, (d) the Licenses listed on Schedule 4, as amended from time to time in accordance with this Agreement, include all of the patent, trademark or copyright license agreements under which any Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests in such Trademarks, Patents, Copyrights or Licenses have been granted by any Pledgor to any Person other than the Agent for the benefit of the Lender Group and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new

trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgors shall give to the Agent prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Each Pledgor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (iii) by amending Schedule 3 to include any future copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Each Pledgor hereby agrees that the use by the Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under Paragraph 16 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the Lenders to such Pledgor.

8. Further Assignments and Security Interest. Each Pledgor agrees (a) not to sell or assign any of its interests in, or grant any license under, the Trademarks, Copyrights or Patents without the prior written consent of the Agent, and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Agent. Notwithstanding the foregoing, the Pledgors shall be permitted to grant licenses under the Trademarks to third parties in the normal course of business as currently conducted.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Agent shall

promptly execute and deliver to the Pledgors, at such Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Agent or the Lenders, or any of them, pursuant to this Agreement.

10. Duties of Each Pledgor. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of such Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the such Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. Each Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or economically desirable in the operation of such Pledgor's business without the prior written consent of the Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or economically desirable in the operation of such Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgors. Neither the Agent nor any other Lender shall have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other Person, but the Agent may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgors and shall be added to the Obligations secured hereby.

11. Indemnification by Each Pledgor. Each Pledgor hereby agrees to indemnify and hold harmless the Agent and each other Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Agent or any other Lender in connection with or in any way rising out of any suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights or Licenses (including, without limitation, whether brought by any Pledgor, any Borrower, or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, such Person to be indemnified is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. The Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to

bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Agent shall commence any such suit, each Pledgor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The Pledgors shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

13. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by each Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent, and directed to such Pledgor and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in such Pledgor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights or Licenses to anyone, and (iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Agent deems in its best interest for the payment of the Obligations. Each Pledgor hereby ratifies

all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or any other Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-610, Section 9-620 or other equivalent provisions of Article 9 of the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor and their successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of any Pledgor; provided, however, that no Pledgor shall voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be performed in Georgia.

19. Notices. All notices or other communications hereunder shall be given in the manner set forth in the Loan Agreement and to the addresses set forth in the Loan Agreement if to the Agent or to the address for the Administrative Borrower if to any Pledgor.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

22. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Agent" shall be a reference to the Agent for the benefit of itself and the Lenders, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Agent for the benefit of itself and the other Lenders.

23. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of each Pledgor and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between each Pledgor and the Agent.

24. Effectiveness. This Agreement shall become effective on the day and year first written above.

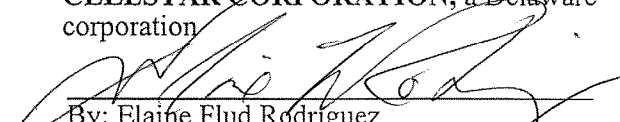
25. New Pledgor. Any hereafter acquired or formed Domestic Subsidiary (as defined in the Loan Agreement) is required to grant a security interest in such Subsidiary's intellectual property to the Agent for the benefit of the Lender Group, as collateral for the Obligations, and the same may be accomplished by execution and delivery to the Agent of an instrument in the form of Annex 1 attached hereto. Upon the execution and delivery of Annex 1 by such Domestic Subsidiary (the "New Pledgor"), the New Pledgor shall become a 'Pledgor' hereunder with the same force and effect as if originally named as a Pledgor herein. The execution and delivery of any instrument adding a New Pledgor as a party to this Agreement shall not require the consent of any other Pledgor hereunder and the rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any New Pledgor.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLEDGORS:

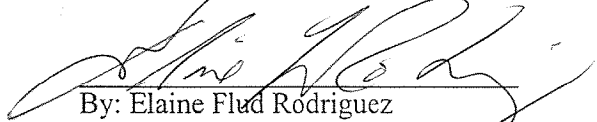
CELLSTAR CORPORATION, a Delaware corporation


By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel


NATIONAL AUTO CENTER, INC., a Delaware


By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

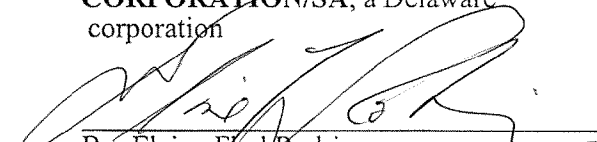
CELLSTAR, LTD., a Texas limited partnership


By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

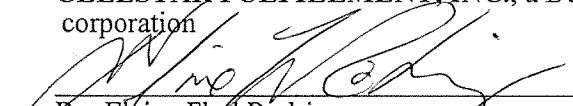
CELLSTAR FINANCO, INC., a Delaware corporation


By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

CELLSTAR INTERNATIONAL CORPORATION/SA, a Delaware corporation

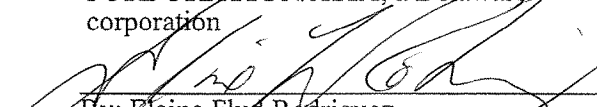

By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

CELLSTAR FULFILLMENT, INC., a Delaware corporation



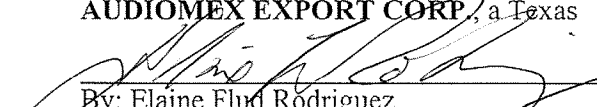
By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

CELLSTAR INTERNATIONAL CORPORATION/ASIA, a Delaware corporation




By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

AUDIOMEX EXPORT CORP., a Texas



By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

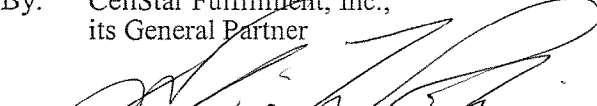
NAC HOLDINGS, INC., a Nevada corporation



By: Elaine Flud Rodriguez
Title: President

CELLSTAR FULFILLMENT LTD., a Texas limited partnership

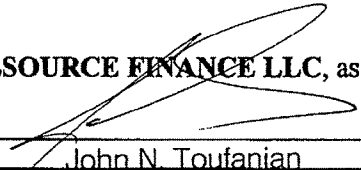
By: CellStar Fulfillment, Inc.,
its General Partner



By: Elaine Flud Rodriguez
Title: Sr. Vice President & General Counsel

AGENT:

CAPITALSOURCE FINANCE LLC, as Agent


By: John N. Toufanian
Title: Authorized Signatory

SCHEDULE 1

Current Trademarks and Trademark Applications list

Trademark Records By Trademark

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
AOS ON-LINE							
CellStar, Ltd.	AOS ON-LINE	Argentina	2.288.161	1,860,766	13 Feb 2002	35	Registered
CellStar, Ltd.	AOS ON-LINE	Peru	105721	010831-2000	11 Sep 2000	35	Registered
CellStar, Ltd.	AOS ON-LINE	Taiwan	89-44460	159,995	1 Mar 2002	35	Registered
CellStar, Ltd.	AOS ON-LINE	United States of America	75622176	2675816	21 Jan 2003	35	Registered
CellStar, Ltd.	AOS ON-LINE	Venezuela	13607-00	13607-00	28 Jun 2002	35	Registered
CellStar, Ltd.	AOS ON-LINE	Taiwan	90-15853	163974	16 May 2002	39	Registered
CellStar, Ltd.	AOS ON-LINE	Taiwan	90-15852	168557	16 Aug 2002	42	Registered
CELLNET							
CellStar, Ltd.	CELLNET	China	3948386			35	Pending
CellStar, Ltd.	CELLNET	China	3948385			36	Pending
CellStar, Ltd.	CELLNET	China	3948063			37	Pending
CellStar, Ltd.	CELLNET	China	3948062			38	Pending
CellStar, Ltd.	CELLNET	China	4507592			42	Pending
CELLSTAR							
CellStar, Ltd.	CELLSTAR	Bangladesh	42,983				Pending
CellStar, Ltd.	CELLSTAR	Brunei Darussalam	24615	20230	6 Dec 1995		Registered
CellStar, Ltd.	CELLSTAR	Canada	0721282	TMA432754	2 Sep 1994		Registered
CellStar, Ltd.	CELLSTAR	Mexico		468,271	1 Aug 1994		Registered
CellStar, Ltd.	CELLSTAR	Poland	Z 182,713	R 125438	7 Jun 2001		Registered
CellStar, Ltd.	CELLSTAR	Slovakia	98001273	193713	14 May 1998		Registered
CellStar, Ltd.	CELLSTAR	Ukraine	65349713	28382	6 Mar 1998		Registered
CellStar, Ltd.	CELLSTAR	Taiwan		1056022	1 Sep 2003	16	Registered
CellStar, Ltd.	CELLSTAR	China		1756309	28 Apr 2002	28	Registered
CellStar, Ltd.	CELLSTAR	Angola	6077	6011	3 Sep 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Argentina	2,123,261	1,722,469	25 Feb 1999	35	Registered
CellStar, Ltd.	CELLSTAR	ARIPO	AP/M/98/00120-35			35	Pending

CellStar, Ltd.	CELLSTAR	Bolivia	1002	75609-C	1 Nov 1999	35	Registered
CellStar, Ltd.	CELLSTAR	Brazil	819,435,686	819,435,686	9 Apr 2002	35	Registered
CellStar, Ltd.	CELLSTAR	Brazil	820,521,523	820.521.523	27 Jun 2000	35	Registered
CellStar, Ltd.	CELLSTAR	Cambodia	10757	10942	30 Sep 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Canada	0867175	TMA542627	19 Mar 2001	35	Registered
CellStar, Ltd.	CELLSTAR	Canada	867,175	TMA 542,627	19 Mar 2001	35	Registered
CellStar, Ltd.	CELLSTAR	Chile	424,838	532,103	13 Jan 1999	35	Registered
CellStar, Ltd.	CELLSTAR	China	2000074122	1663702	7 Nov 2001	35	Registered
CellStar, Ltd.	CELLSTAR	Costa Rica		96482	26 Aug 1996	35	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170665	133651	28 Feb 2003	35	Registered
CellStar, Ltd.	CELLSTAR	Ecuador	92768			35	Pending
CellStar, Ltd.	CELLSTAR	Egypt	114457	114457	1 Jul 2002	35	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200101021	200007323AA	6 Feb 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200311076	200311076	11 Jul 2002	35	Registered
CellStar, Ltd.	CELLSTAR	India	1285077			35	Pending
CellStar, Ltd.	CELLSTAR	Liberia	98000881	261198/881	26 Nov 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Libya	9514			35	Pending
CellStar, Ltd.	CELLSTAR	Libya	9515			35	Pending
CellStar, Ltd.	CELLSTAR	Malaysia	2000/05676			35	Pending
CellStar, Ltd.	CELLSTAR	Peru	98-56590	15.092	24 Jul 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Saudi Arabia	30268	383/13	1 Apr 2005	35	Registered
CellStar, Ltd.	CELLSTAR	Seychelles	98,000,266	4895	28 Sep 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T9902910H	199/02910h	24 Mar 1999	35	Registered
CellStar, Ltd.	CELLSTAR	Sudan		28450	18 May 2002	35	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		148120	1 Sep 2001	35	Registered
CellStar, Ltd.	CELLSTAR	Zanzibar	242/98	140/98	24 Jul 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Turkey	98/3133	199769	16 Mar 1998	35,36,37,38	Registered
CellStar, Ltd.	CELLSTAR	Bulgaria	41,465	7,308	10 Mar 1998	35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR	Sri Lanka	819592			35,36,37,38,42	Pending
CellStar, Ltd.	CELLSTAR	Australia	751606	751606	23 Dec 1997	35,36,37,39,42	Registered

CellStar, Ltd.	CELLSTAR	Japan	2000-49525	4,637,449	17 Jan 2003	35,36,38,39,42	Registered
CellStar, Ltd.	CELLSTAR	Switzerland		456.600	12 Mar 1998	35,36,38,39,42	Registered
CellStar, Ltd.	CELLSTAR	Republic of Korea (South)	15792/99	70870	15 Oct 2001	35,36,39,42	Registered
CellStar, Ltd.	CELLSTAR	Slovenia		Z-9970049	24 Jul 2003	35,38	Registered
CellStar, Ltd.	CELLSTAR	China	2001104824	1959112	7 Jan 2003	36	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170566	133788	28 Feb 2003	36	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200101022	200007323AA	6 Feb 1998	36	Registered
CellStar, Ltd.	CELLSTAR	India	1285078			36	Pending
CellStar, Ltd.	CELLSTAR	Malaysia	2000/05675			36	Pending
CellStar, Ltd.	CELLSTAR	Peru	101799	21723	13 Jun 2000	36	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T0010439J	T0010439J	16 Jun 2000	36	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		107710	16 Mar 1999	36	Registered
CellStar, Ltd.	CELLSTAR	Argentina	2,123,262	1,722,469	25 Feb 1999	37	Registered
CellStar, Ltd.	CELLSTAR	Brazil	817.136.878	817.136.878	6 Jun 1995	37	Registered
CellStar, Ltd.	CELLSTAR	Cambodia	10759	10943	30 Sep 1998	37	Registered
CellStar, Ltd.	CELLSTAR	China	2000058073	1611730	28 Jul 2001	37	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170667	133789	28 Feb 2003	37	Registered
CellStar, Ltd.	CELLSTAR	Ecuador	92769			37	Pending
CellStar, Ltd.	CELLSTAR	Hong Kong	200007323	200007323AA	6 Feb 1998	37	Registered
CellStar, Ltd.	CELLSTAR	India	1285079			37	Pending
CellStar, Ltd.	CELLSTAR	Indonesia		422,161	15 Jan 1999	37	Registered
CellStar, Ltd.	CELLSTAR	Malaysia	97-18615	97018615	3 Jan 1998	37	Registered
CellStar, Ltd.	CELLSTAR	Peru	101800	21886	26 Jun 2000	37	Registered
CELLSTAR							
CellStar, Ltd.	CELLSTAR	Singapore	T9612899G	T9612899G	29 Nov 1996	37	Registered
CELLSTAR							
CellStar, Ltd.	CELLSTAR	Taiwan		139534	1 Mar 2001	37	Registered
CellStar, Ltd.	CELLSTAR	Angola	6072	6012	3 Sep 1998	38	Registered
CellStar, Ltd.	CELLSTAR	Argentina	1,985,260	1,598,164	30 Apr 1996	38	Registered

CellStar, Ltd.	CELLSTAR	ARIPO	AP/M/98/00120-38			38	Pending
CellStar, Ltd.	CELLSTAR	Australia	651650	651650	27 Jan 1995	38	Registered
CellStar, Ltd.	CELLSTAR	Bolivia	1001	75610-C	1 Nov 1999	38	Registered
CellStar, Ltd.	CELLSTAR	Brazil	820.521.531	820.521.531	27 Jun 2000	38	Registered
CellStar, Ltd.	CELLSTAR	Cambodia	10760	10944	30 Sep 1998	38	Registered
CellStar, Ltd.	CELLSTAR	Chile	420,489	528,256	24 Nov 1998	38	Registered
CellStar, Ltd.	CELLSTAR	China	2000058074	1679602	7 Dec 2001	38	Registered
CellStar, Ltd.	CELLSTAR	Costa Rica		96481	26 Aug 1996	38	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170668	133769	28 Feb 2003	38	Registered
CellStar, Ltd.	CELLSTAR	Ecuador	92770			38	Pending
CellStar, Ltd.	CELLSTAR	Egypt	525977	525977	29 Jun 2002	38	Registered
CellStar, Ltd.	CELLSTAR	Gibraltar		8215	13 Jan 2000	38	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200100394	200100394	4 May 2000	38	Registered
CellStar, Ltd.	CELLSTAR	India	1285080			38	Pending
CellStar, Ltd.	CELLSTAR	Indonesia	9701528	422,160	15 Jan 1999	38	Registered
CellStar, Ltd.	CELLSTAR	Liberia	98000862	261196/862	26 Nov 1998	38	Registered
CellStar, Ltd.	CELLSTAR	Libya	9516			38	Pending
CellStar, Ltd.	CELLSTAR	New Zealand	245,185	245,185	31 Jan 1995	38	Registered
CellStar, Ltd.	CELLSTAR	Seychelles	98,000,267	4896	28 Sep 1998	36	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T9612900D	T9612900D	29 Nov 1996	38	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T9911308G	T9911308G	8 Oct 1999	38	Registered
CellStar, Ltd.	CELLSTAR	Sudan		28451	18 May 2002	38	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		150675	16 Oct 2001	38	Registered
CellStar, Ltd.	CELLSTAR	Tanzania	721	26092	17 Aug 1998	38	Registered
CellStar, Ltd.	CELLSTAR	United Arab Emirates	10681	9527	9 Mar 1997	38	Registered
CellStar, Ltd.	CELLSTAR	Zanzibar	241/98	139/98	24 Jul 1998	38	Registered
CellStar, Ltd.	CELLSTAR	Cambodia	10761	10945	30 Sep 1998	39	Registered
CellStar, Ltd.	CELLSTAR	Chile	424,837	532,105	13 Jan 1999	39	Registered
CellStar, Ltd.	CELLSTAR	China	2001104825	1960119	14 Jan 2003	39	Registered

CellStar, Ltd.	CELLSTAR	Dominican Republic	170669	133768	28 Feb 2003	39	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200007324	200007323AA	6 Feb 1998	39	Registered
CellStar, Ltd.	CELLSTAR	India	1285081			39	Pending
CellStar, Ltd.	CELLSTAR	Malaysia	2000-05674			39	Pending
CellStar, Ltd.	CELLSTAR	Peru	101798	22652	28 Aug 2000	39	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T9911309E	T9911309E	8 Oct 1999	39	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		171381	16 Oct 2002	39	Registered
CellStar, Ltd.	CELLSTAR	Argentina	1,985,281	1,734,558	30 Apr 1999	42	Registered
CellStar, Ltd.	CELLSTAR	Australia	651652	651652	27 Jan 1995	42	Registered
CellStar, Ltd.	CELLSTAR	Brazil	820.521.540	820.521.540	27 Jun 2000	42	Registered
CellStar, Ltd.	CELLSTAR	Cambodia	10075	10073	25-Nov 1997	42	Registered
CellStar, Ltd.	CELLSTAR	China	200074123	1639821	21 Sep 2001	42	Registered
CellStar, Ltd.	CELLSTAR	Costa Rica		95203	13 Mar 1996	42	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170670	133767	28 Feb 2003	42	Registered
CellStar, Ltd.	CELLSTAR	Ecuador	92771			42	Pending
CellStar, Ltd.	CELLSTAR	Hong Kong	199813156	199813156	10 Sep 1997	42	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200010065	200010065	22 Feb 1999	42	Registered
CellStar, Ltd.	CELLSTAR	India	1285082			42	Pending
CellStar, Ltd.	CELLSTAR	Malaysia	97-1952			42	Pending
CellStar, Ltd.	CELLSTAR	New Zealand	245,186	245,186	31 Jan 1995	42	Registered
CellStar, Ltd.	CELLSTAR	Peru	101793	21722	13 Jun 2000	42	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		107394	16 Feb 1999	42	Registered
CellStar, Ltd.	CELLSTAR	United Arab Emirates	10682	9528	9 Mar 1997	42	Registered
CellStar, Ltd.	CELLSTAR	Vietnam	36202	30188	16 Mar 1999	42	Registered
Cellstar Ltd.	CELLSTAR	Bolivia		64641-A	29 Nov 2004	9	Registered
CellStar, Ltd.	CELLSTAR	Angola	6074	6014	3 Sep 1998	9	Registered
CellStar, Ltd.	CELLSTAR	Argentina	1,985,259	1,730,385	13 Apr 1999	9	Registered
CellStar, Ltd.	CELLSTAR	ARIPO	AP/M98/00120-9			9	Pending
CellStar, Ltd.	CELLSTAR	Australia	651649	651649	27 Jan 1995	9	Registered

CellStar, Ltd.	CELLSTAR	Bolivia		57977-C	9 Feb 1995	9	Registered
CellStar, Ltd.	CELLSTAR	Bolivia	1003	75603-C	29 Oct 1999	9	Registered
CellStar, Ltd.	CELLSTAR	Bolivia	1236	70278-C	25 Jan 1999	9	Registered
CellStar, Ltd.	CELLSTAR	Brazil	817.136.860	817.136.860	3 Dec 2002	9	Registered
CellStar, Ltd.	CELLSTAR	Bulgaria	41,484	34,563	10 Mar 1998	9	Registered
CellStar, Ltd.	CELLSTAR	Cambodia	4038	4038	12 Jan 1994	9	Registered
CellStar, Ltd.	CELLSTAR	Chile	420,490	528,255	24 Nov 1998	9	Registered
CellStar, Ltd.	CELLSTAR	China		1747686	14 Apr 2002	9	Registered
CellStar, Ltd.	CELLSTAR	China		1797384	28 Jun 2002	9	Registered
CellStar, Ltd.	CELLSTAR	China		694522	21 Jun 1994	9	Registered
CellStar, Ltd.	CELLSTAR	Colombia	93-388651	221929	16 Sep 1999	9	Registered
CellStar, Ltd.	CELLSTAR	Colombia	93-403362	263414	11 Apr 2002	9	Registered
CellStar, Ltd.	CELLSTAR	Costa Rica		95202	13 Mar 1996	9	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170671	133766	28 Feb 2003	9	Registered
CellStar, Ltd.	CELLSTAR	Ecuador	92772	13085-01	13 Feb 2001	9	Registered
CellStar, Ltd.	CELLSTAR	Egypt	114456			9	Registered
CellStar, Ltd.	CELLSTAR	Gambia	00230			9	Pending
CellStar, Ltd.	CELLSTAR	Hong Kong	9645/2000	200100393	4 May 2000	9	Registered
CellStar, Ltd.	CELLSTAR	India	613,904	613,904	14 Sep 2001	9	Registered
CellStar, Ltd.	CELLSTAR	Liberia	98000879	261198/879	26 Nov 1998	9	Registered
CellStar, Ltd.	CELLSTAR	Malaysia	94006847			9	Pending
CellStar, Ltd.	CELLSTAR	Mauritius				9	Pending
CellStar, Ltd.	CELLSTAR	New Zealand	245,184	245,184	31 Jan 1995	9	Registered
CellStar, Ltd.	CELLSTAR	Pakistan	124187	124187	1 Mar 1994	9	Registered
CellStar, Ltd.	CELLSTAR	Peru	98-56587	57758	28 Sep 1999	9	Registered
CellStar, Ltd.	CELLSTAR	Saudi Arabia	30267	383/12	1 Apr 2005	9	Registered
CellStar, Ltd.	CELLSTAR	Seychelles	98,000,265	4894	28 Sep 1998	9	Registered
CellStar, Ltd.	CELLSTAR	Sierra Leone	9476			9	Pending
CellStar, Ltd.	CELLSTAR	Singapore	T97/05069Z	T97/05069Z	2 May 1997	9	Registered
CellStar, Ltd.	CELLSTAR	Spain		1,744,587	15 Feb 1993	9	Registered

CellStar, Ltd.	CELLSTAR	Sri Lanka	73904	73904	6 Apr 1995	9	Registered
CellStar, Ltd.	CELLSTAR	Sudan		28449	18 May 2002	9	Registered
CellStar, Ltd.	CELLSTAR	Surinam		17035	21 Jan 2000	9	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		771519	17 Aug 1997	9	Registered
CellStar, Ltd.	CELLSTAR	Tanzania	000721	26092	16 Jun 1999	9	Registered
CellStar, Ltd.	CELLSTAR	Turkey	1998/2800	1998002800	10 Mar 1998	9	Registered
CellStar, Ltd.	CELLSTAR	Uganda	21771	21771	12 Aug 1998	9	Registered
CellStar, Ltd.	CELLSTAR	United Arab Emirates	10680	9512	9 Mar 1997	9	Registered
CellStar, Ltd.	CELLSTAR	United States of America	74354588	1835240	10 May 1994	9	Registered
CellStar, Ltd.	CELLSTAR	Vietnam	16487	13888	22 Oct 1994	9	Registered
CellStar, Ltd.	CELLSTAR	Zanzibar	243/98	141/98	24 Jul 1998	9	Registered
CellStar, Ltd.	CELLSTAR	Republic of Korea (South)	2000-3880	5166	12 Apr 2002	9,16,37,38,39,42	Registered
CellStar, Ltd.	CELLSTAR	Czech Republic	POZ176868	249572	20 Feb 2002	9,35,36,37,38,39,42	Registered
CellStar, Ltd.	CELLSTAR	Hungary	M 98 01193	158,906	24 Jun 1999	9,35,36,37,38,39,42	Registered
CellStar, Ltd.	CELLSTAR	Vietnam	N981568	31793	12 Aug 1999	9,35,36,37,38,39,42	Registered
CellStar, Ltd.	CELLSTAR	Belarus	N 19980269	12184	11 Apr 2000	9,35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR	Estonia	9,802,307	31280	8 Jun 2000	9,35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR	Latvia	M-98-2889	M46643	10 Dec 1998	9,35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR	Lebanon	083022	083022	28 Mar 2000	9,35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR	Lithuania	98-3941	39718	11 Sep 2000	9,35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR	Monaco	021267	00.21075	30 Nov 1999	9,35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR	Norway	98.02304	196,990	15 Apr 1999	9,35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR	Romania	16955	35303	30 Mar 1998	9,35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR	Russian Federation	98704080	178,950	13 Mar 1998	9,35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR	United States of America	75399597	2275537	7 Sep 1999	9,35,36,37,38,42	Registered
CellStar Ltd.	CELLSTAR	CTM	000047233	000047233	23 Mar 1999	9,35,36,38,42	Registered
CellStar, Ltd.	CELLSTAR	Belize		2746.04	14 Feb 2005	9,35,36,38,42	Registered
CellStar, Ltd.	CELLSTAR	Belize		2746.04	14 Feb 2005	9,35,36,38,42	Registered

CellStar, Ltd.	CELLSTAR	Gibraltar		8216	13 Jan 2000	9,35,36,38,42	Registered
CellStar, Ltd.	CELLSTAR	Morocco	65849	65849	13 Apr 1998	9,35,36,38,42	Registered
CellStar, Ltd.	CELLSTAR	Tangiers	13409	13409	16 Apr 1998	9,35,36,38,42	Registered
CellStar, Ltd.	CELLSTAR	Laos	5969	5924	10 Oct 1997	9,35,37,38,39	Registered
CellStar, Ltd.	CELLSTAR	Laos	6494	6437	26 Jun 1998	9,35,37,38,39	Registered
CellStar, Ltd.	CELLSTAR	Algeria	981558	058097	30 Nov 1998	9,35,38	Registered
CellStar, Ltd.	CELLSTAR	Botswana	98/00578			9,35,38	Pending
CellStar, Ltd.	CELLSTAR	Burundi		3451/BUR	23 Nov 1998	9,35,38	Registered
CellStar, Ltd.	CELLSTAR	Cape Verde		Cautionary Notice		9,35,38	Registered
CellStar, Ltd.	CELLSTAR	Djibouti		339/98	5 Dec 1998	9,35,38	Registered
CellStar, Ltd.	CELLSTAR	Ethiopia	CN002670	03059	13 Aug 1999	9,35,38	Registered
CellStar, Ltd.	CELLSTAR	Madagascar	980372	03151	12 Nov 1998	9,35,38	Registered
CellStar, Ltd.	CELLSTAR	Mozambique		Cautionary Notice		9,35,38	Pending
CellStar, Ltd.	CELLSTAR	Rwanda	16955	4308/GRK	29 Sep 1998	9,35,38	Registered
CellStar, Ltd.	CELLSTAR	Sao Tome & Principe		Cautionary Notice		9,35,38	Registered
CellStar, Ltd.	CELLSTAR	Swaziland	251/98			9,35,38	Pending
CellStar, Ltd.	CELLSTAR	Tunisia		EE98.0589	17 Apr 1998	9,35,38	Registered
CellStar, Ltd.	CELLSTAR	St. Helena		2,011,720	21 Feb 1995	9,38	Registered
CellStar, Ltd.	CELLSTAR	United Kingdom		2011720	16 Feb 1996	9,38	Registered
CellStar, Ltd.	CELLSTAR	Colombia	97,056,692	11,646	26 Dec 1997	9,38,42	Registered
CellStar, Ltd.	CELLSTAR	Uruguay	279,888	279.888	29 Apr 1997	9,38,42	Registered
CELLSTAR (design + Chinese)							
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		148121	1 Sep 2001	35	Registered
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		139535	1 Mar 2001	37	Registered
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		150676	16 Oct 2001	38	Registered
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		153632	1 Dec 2001	39	Registered
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		140796	16 Mar 2001	42	Registered

CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan	954840	16 Aug 2001	9	Registered
CELLSTAR (stylized + G1881)						
CellStar, Ltd.	CELLSTAR (stylized + G1881)	Taiwan	92-67697		9	Pending
CELLSTAR (stylized)						
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.535/99			Pending
CellStar, Ltd.	CELLSTAR (stylized)	Mexico	440,077	19 Aug 1993		Registered
CellStar, Ltd.	CELLSTAR (stylized)	Mexico	474,925	27 Sep 1994		Registered
CellStar, Ltd.	CELLSTAR (stylized)	Mexico	446,978	23 Nov 1993		Registered
CellStar, Ltd.	CELLSTAR (stylized)	Mexico	446,979	23 Nov 1993		Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan	1054049	16 Mar 1998	16	Registered
Cellstar Ltd.	CELLSTAR (stylized)	Malaysia	200-05747	200005747	9 May 2000	35 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Bolivia	998	75999-C	17 Nov 1999	35 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Chile	424,839	532,104	13 Jan 1999	35 Registered
CellStar, Ltd.	CELLSTAR (stylized)	China	2001104826	1952464	14 Dec 2002	35 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Colombia	98,001,693	211,163	31 Jul 1998	35 Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5641/99	105-169-213-214	17 Mar 2004	35 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	380-2000	112,903	14 Sep 2001	35 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.532/99			35 Pending
CellStar, Ltd.	CELLSTAR (stylized)	Hong Kong	200205746	200205746	5 May 2000	35 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18243	446,924	2 Jun 2000	35 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	98-63027	15,506	9 Sep 1998	35 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Singapore	T0007437H			35 Pending

CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		109946	1 Jun 1999	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		99644	1 Jun 1999	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	361,519	SM12406	3 Jun 1998	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	United States of America	75534071	2533227	29 Jan 2002	35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China	2001104827	1959114	7 Jan 2003	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5642/99	3-121-7-8	9 Nov 2000	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	381-2000	112,240	16 Aug 2001	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.566/99			36	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18242	446,923	2 Jun 2000	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	101795	21884	26 Jun 2000	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	361,520	SM9952	3 Jun 1998	36	Registered
CellStar Ltd.	CELLSTAR (stylized)	Malaysia	20005746			37	Pending
CellStar, Ltd.	CELLSTAR (stylized)	China	200058075	1611729	28 Jul 2001	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5638/99	75-121-151- 152	10 Nov 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	382-2000	112,276	16 Aug 2001	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.533/99			37	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Hong Kong	200202847	200202847	5 May 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18239	446,920	2 Jun 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	101794	21883	26 Jun 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Singapore	T0007438F	T0007438F	5 May 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		128307	1 Sep 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	361,521	SM12405	3 Jun 1998	37	Registered

CellStar Ltd.	CELLSTAR (stylized)	Malaysia	00005745			38	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Bolivia	999	79000-C	17 Nov 1999	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Chile	420,488	528,257	24 Nov 1998	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China	2000058065	1679629	7 Dec 2001	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Colombia	97,056,020	207,998	30 Apr 1998	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5644/99	188-136-375-376	14 Aug 2001	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	383-2000	112,278	16 Aug 2001	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.565/99			38	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Hong Kong	200202848	200202848	5 May 2000	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18240	446,921	2 Jun 2000	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	98-63028	15,507	9 Sep 1998	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		150674	16 Oct 2001	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	361,522	SM12404	3 Jun 1998	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Chile	424,836	532,102	13 Jan 1999	39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China	2001104828	1960120	14 Jan 2003	39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	101796	22651	28 Aug 2000	39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		113859	16 Aug 1999	39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	361,523	SM12403	3 Jun 1998	39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China		1799661	28 Jun 2002	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China		1639827	21 Sep 2001	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China	2000074124	1639827	21 Sep 2001	42	Registered

CELLSTAR

CellStar, Ltd.	(stylized)	Colombia	97,056,022	208,282	14 May 1998	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5640/99	190-137-383- 384	23 Aug 2001	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	379-2000	112,189	16 Aug 2001	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.534/99			42	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18241	446,922	2 Jun 2000	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	101797	21885	13 Jun 2000	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		140795	16 Mar 2001	42	Registered
Cellstar Ltd.	CELLSTAR (stylized)	Malaysia	00005748	00005748	5 May 2000	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Argentina	1,871,769	1,510,201	31 Mar 1994	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Argentina	2,985,734			9	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Brazil	817,322,698	817,322,698	24 Jan 1995	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Chile	241.663	415,964	8 Nov 1993	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China		694523	21 Jun 1994	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5636/99	224-134-451- 452	9 Jul 2001	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	384-2000	112,904	14 Sep 2001	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.531/99			9	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Hong Kong	199509357	199509357	30 Nov 1993	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18244	446,925	2 Jun 2000	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Laos	2686	2287	29 Dec 1993	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	221,226	6821	22 Apr 1994	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	97-49,924	43,218	5 Feb 1998	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Singapore	T9406959D	T9406959D	12 Aug 1994	9	Registered

CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		954839	16 Aug 2001	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	278,536	118,409	31 Aug 2000	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Republic of Korea (South)	2000-3881	5167	12 Apr 2002	9,16,37,38,39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Czech Republic	OZ130741	224367	23 May 2000	9,35,36,37,38,39,42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	United States of America	74651394	1976263	28 May 1996	9,38,42	Registered
CELLSTAR (with globe logo)							
CellStar, Ltd.	CELLSTAR (with globe logo)	United States of America	75541329	2603277	6 Aug 2002	35,38	Registered
CellStar, Ltd.	CELLSTAR (with globe logo)	United States of America	74489103	1896626	30 May 1995	42	Registered
CELLSTAR Advanced Order System (stylized)							
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Argentina	2,286,870	1,848,516	24 Oct 2001	35	Registered
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Colombia	99.072.371	233316	11 Aug 2000	35	Registered
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	CTM	001510528	001510528	7 May 2001	35	Registered
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Mexico	429152	668914	5 Jun 2000	35	Registered
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Peru	105722	012194-2000	9 Oct 2000	35	Registered
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Taiwan	89-44461	153486	1 Dec 2001	35	Registered
CELLSTAR ADVANCED ORDER SYSTEM (stylized)							
CellStar, Ltd.	CELLSTAR ADVANCED ORDER SYSTEM (stylized)	United States of America	75622175	2318993	15 Feb 2000	35	Registered
CELLSTAR Advanced Order System (stylized)							
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Venezuela	10069-00			35	Pending
CELLSTAR AOS ON-LINE							
CellStar, Ltd.	CELLSTAR AOS ON-LINE	Colombia	00.018.524	230791	15 Nov 2000	35	Registered
CELLSTAR CELLULAR CLUB and design							

CellStar, Ltd.	CELLSTAR CELLULAR CLUB and design	Taiwan		117909	16 Nov 1999	38	Registered
CELLSTAR NET XTREME							
CellStar, Ltd.	CELLSTAR NET XTREME	United States of America	75467264	2582573	18 Jun 2002	35	Registered
CELLSTAR NETXTREME							
CellStar, Ltd.	CELLSTAR NETXTREME	Argentina	2.288.164	1,860,767	13 Feb 2002	35	Registered
CellStar, Ltd.	CELLSTAR NETXTREME	Colombia	99.070.065	233386	11 Aug 2000	35	Registered
CellStar, Ltd.	CELLSTAR NETXTREME	Argentina	2.288.163	1,860,778	13 Feb 2002	39	Registered
CELLULAR EXPRESS							
CellStar, Ltd.	CELLULAR EXPRESS	Singapore	T0006728B	T0006728B	22 Apr 2000	35	Registered
CellStar, Ltd.	CELLULAR EXPRESS	Singapore	T0006729J	T0006729J	22 Apr 2000	37	Registered
CellStar, Ltd.	CELLULAR EXPRESS	Singapore	T0006730D			38	Pending
CellStar, Ltd.	CELLULAR EXPRESS	Singapore	T0006727D	T0006727D	22 Apr 2000	9	Registered
CellStar, Ltd.	CELLULAR EXPRESS	Taiwan		773578	1 Sep 1997	9	Registered
CELLULAR EXPRESS (and design)							
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Mexico		419,106	3 Aug 1992		Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Republic of Korea (Scuth)	3359/95	34,230	15 Jan 1997	35	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Brazil		817.762.612	16 Apr 1996	37	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	New Zealand	246,077	246,077	30 Oct 1997	38	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	South Africa	9,503,361	9,503,361	17 Mar 1995	38	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Republic of Korea (South)	13992/95	348,903	22 Oct 1996	39	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	New Zealand	246,078	246,078	30 Oct 1997	42	Registered

CellStar, Ltd.	CELLULAR EXPRESS (and design)	Republic of Korea (South)	3450/95	36,433	29 May 1997	42	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	South Africa	9,503,362	9,503,362	17 Mar 1995	42	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Brazil		817.762.604	16 Apr 1996	9	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	New Zealand	246,076	246,076	10 Nov 1997	9	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	South Africa	9,503,360	9,503,360	17 Mar 1995	9	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	France		95569698	28 Apr 1995	9,38	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Germany	395,172,285	395,172,285	29 Apr 1996	9,38	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	United Kingdom	2,018,225	2,018,225	1 Mar 1996	9,38	Registered
CELULAR EXPRESS							
CellStar, Ltd.	CELULAR EXPRESS	Mexico	120,356	425,270	12 Nov 1992		Registered
CellStar, Ltd.	CELULAR EXPRESS	Mexico	121,856	403,652	15 Jan 1992		Registered
CellStar, Ltd.	CELULAR EXPRESS	Ecuador	103673			35	Pending
CellStar, Ltd.	CELULAR EXPRESS	Paraguay	09393	23563	8 Nov 2000	35	Registered
CellStar, Ltd.	CELULAR EXPRESS	Peru	104343	23563	8 Nov 2000	35	Registered
CellStar, Ltd.	CELULAR EXPRESS	Brazil	817.663.932	817.663.932	12 Aug 1997	37	Registered
CellStar, Ltd.	CELULAR EXPRESS	Ecuador	103674			38	Pending
CellStar, Ltd.	CELULAR EXPRESS	Paraguay	09395	22775	7 Sep 2000	38	Registered
CellStar, Ltd.	CELULAR EXPRESS	Peru	104342	22775	7 Sep 2000	38	Registered
CellStar, Ltd.	CELULAR EXPRESS	Brazil	817.663.924	817.663.924	9 Jul 1996	9	Registered
CellStar, Ltd.	CELULAR EXPRESS	Colombia	9,422,250	165.477	28 Sep 1994	9	Registered

CellStar, Ltd.	CELULAR EXPRESS	Ecuador	103672			9	Pending
CellStar, Ltd.	CELULAR EXPRESS	Paraguay	09394			9	Pending
CellStar, Ltd.	CELULAR EXPRESS	Peru	104341	70010	13 Mar 2001	9	Registered
CellStar, Ltd.	CELULAR EXPRESS	Venezuela	2192-02			9	Pending
CellStar, Ltd.	CELULAR EXPRESS	Uruguay	322637			9,35,38	Pending
CELULAR EXPRESS MUCHO MAS QUE TELEFONIA CELULAR							
CellStar, Ltd.	CELULAR EXPRESS MUCHO MAS QUE TELEFONIA CELULAR	Mexico	302,740	559,732	29 Jul 1997	38	Registered
CELULAR EXPRESS S.A. de C.V.							
CellStar, Ltd.	CELULAR EXPRESS S.A. de C.V.	Mexico		440,077	20 Jun 1994		Registered
DB and design							
CellStar, Ltd.	DB and design	Taiwan		174453	16 Dec 2002	38	Registered
ETELL (stylized)							
CellStar, Ltd.	ETELL (stylized)	China	3199195	3199195	7 Aug 2004	9	Registered
CellStar, Ltd.	ETELL (stylized)	Costa Rica	2003-0003775	145713	16 Mar 2004	9	Registered
CellStar, Ltd.	ETELL (stylized)	CTM	003216397	003216397	11 Oct 2004	9	Registered
CellStar, Ltd.	ETELL (stylized)	Hong Kong	2004B01768	2004B01768	23 May 2002	9	Registered
CellStar, Ltd.	ETELL (stylized)	Malaysia	2003-06618			9	Pending
CellStar, Ltd.	ETELL (stylized)	Mexico		805,400	4 Jun 2003	9	Registered
CellStar, Ltd.	ETELL (stylized)	Pakistan	195562			9	Pending
CellStar, Ltd.	ETELL (stylized)	Singapore	T0308243F	T0308243F	5 Jun 2003	9	Registered
CellStar, Ltd.	ETELL (stylized)	Taiwan		1050265	16 Jul 2003	9	Registered
CellStar, Ltd.	ETELL (stylized)	United States of America	76418336	2755539	26 Aug 2003	9	Registered
GLOBAL COMM							
CellStar, Ltd.	GLOBAL COMM	Taiwan		127214	16 Aug 2000	35	Registered
CellStar, Ltd.	GLOBAL COMM	Taiwan		128797	16 Sep 2000	35	Registered
CellStar, Ltd.	GLOBAL COMM	Taiwan		129125	16 Sep 2000	37	Registered

CellStar, Ltd.	GLOBAL COMM	Taiwan	136766	16 Jan 2001	38	Registered
CellStar, Ltd.	GLOBAL COMM	Taiwan	133862	1 Dec 2000	42	Registered
CellStar, Ltd.	GLOBAL COMM	Taiwan	916047	1 Dec 2000	9	Registered
i • joy						
CELLSTAR (ASIA) CORPORATION LTD.	i • joy	Hong Kong	300298963		9	Pending
Cellstar Ltd.	i • joy	Indonesia	D002005.004107		9	Pending
Cellstar Ltd.	i • joy	Singapore	T05/07852E	T05/07852E	12 May 2005	9 Registered
Cellstar Ltd.	i • joy	Thailand	590370		9	Pending
CellStar, Ltd.	i • joy	Chile	687.149	752.970	8 Mar 2006	9 Registered
CellStar, Ltd.	i • joy	Malaysia	05007223		9	Pending
CellStar, Ltd.	i • joy	Mexico	717667	893231	16 Nov 2004	9 Registered
CellStar, Ltd.	i • joy	Taiwan	093054311	1175304	1 Oct 2005	9 Registered
i • joy (stylized)						
CellStar, Ltd.	i • joy (stylized)	Malaysia	05007224		9	Pending
i . Joy						
Cellstar Ltd.	i . Joy	China	4448105		9	Pending
IJOY						
Cellstar Ltd.	IJOY	China			9	Pending
Cellstar Ltd.	IJOY	Singapore			9	Pending
Cellstar Ltd.	IJOY	WIPO	A0001479		9	Pending
IJOY						
CellStar, Ltd.	IJOY	Colombia	05046337	306830	9 Dec 2005	9 Registered
CellStar, Ltd.	IJOY	Hong Kong	300417159		9	Pending
CellStar, Ltd.	IJOY	Indonesia	D002005.004109		9	Pending
CellStar, Ltd.	IJOY	Taiwan	94-21793	1189174	1 Jan 2006	9 Registered
CellStar, Ltd.	IJOY	Thailand	590369		9	Pending
iJOY						
CellStar, Ltd.	IJOY	United States of America	78517937		9	Pending
INFINITRAX						
CellStar, Ltd.	INFINITRAX	United States of America	78222574	2888948	28 Sep 2004	35 Registered

NETXTREME

CellStar, Ltd.	NETXTREME	United States of America	78557202				35,37,38	Pending
CellStar, Ltd.	NETXTREME	China	2000/058603	1,687,760	21 Dec 2001	39		Registered

NEXTREME

CellStar, Ltd.	NEXTREME	Venezuela	13608-00	13608-00	28 Jun 2002	39		Registered
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OMNIGISTICS

CellStar, Ltd.	OMNIGISTICS	United States of America	78607320				35	Pending
CellStar, Ltd.	OMNIGISTICS	United States of America	78364226	2,994,534	13 Sep 2005	35,37,38,39		Registered

ORDERSTAR

CellStar, Ltd.	ORDERSTAR	Argentina	2359281	1,909,241	3 Jan 2003	35		Registered
CellStar, Ltd.	ORDERSTAR	Canada	1,108736				35	Pending
CellStar, Ltd.	ORDERSTAR	China	2001/115,627	1,998,631	21 Dec 2002	35		Registered
CellStar, Ltd.	ORDERSTAR	Colombia	01057389	268281	15 Oct 2002	35		Registered
CellStar, Ltd.	ORDERSTAR	CTM	002289346	002289346	29 Apr 2003	35		Registered
CellStar, Ltd.	ORDERSTAR	Hong Kong	2002B03335	2002B03335	16 Apr 2001	35		Registered
CellStar, Ltd.	ORDERSTAR	Malaysia	2001-08214				35	Pending
CellStar, Ltd.	ORDERSTAR	Mexico	495180	779,100	10 Jul 2001	35		Registered
CellStar, Ltd.	ORDERSTAR	Peru	130384	27208	25 Sep 2001	35		Registered
CellStar, Ltd.	ORDERSTAR	Philippines	4-2001-045-89				35	Pending
CellStar, Ltd.	ORDERSTAR	Republic of Korea (South)	12537/2001	94832	22 Dec 2003	35		Registered
CellStar, Ltd.	ORDERSTAR	Singapore	T0109459C	T01/09459C	16 Apr 2001	35		Registered
CellStar, Ltd.	ORDERSTAR	Taiwan	90-41965	174220	16 Dec 2002	35		Registered
CellStar, Ltd.	ORDERSTAR	United States of America	78058543	2599635	23 Jul 2002	35		Registered
CellStar, Ltd.	ORDERSTAR	United States of America	78269575	2851014	8 Jun 2004	35		Registered
CellStar, Ltd.	ORDERSTAR	United States of America	78269587	2891289	5 Oct 2004	35		Registered
CellStar, Ltd.	ORDERSTAR	Japan	2000-49525	4,637,449	17 Jan 2003	35,39		Registered

ORDERSTAR LOGO

CellStar, Ltd.	ORDERSTAR LOGO	United States of America	78123599	2688804	18 Feb 2003	35		Registered
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PUZZLE STAR LOGO

CellStar, Ltd.	PUZZLE STAR LOGO	United States of America	78123579	2756124	26 Aug 2003	35,38	Registered
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全球通

CellStar, Ltd.	全球通	Taiwan		175608	16 Jan 2003	35	Registered
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CellStar, Ltd.	全球通	Taiwan		163835	16 May 2002	38	Registered
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CellStar, Ltd.	全球通	Taiwan		128517	1 Sep 2000	42	Registered
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CellStar, Ltd.	全球通	Taiwan		930452	16 Feb 2001	9	Registered
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CellStar, Ltd.	全球通	Taiwan		973683	1 Dec 2001	9	Registered
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奧斯達 (AO SI DA)

CellStar, Ltd.	奧斯達 (AO SI DA)	China	3459391	3459391	28 Aug 2004	35	Registered
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CellStar, Ltd.	奧斯達 (AO SI DA)	Hong Kong	200310593	200310593	14 Feb 2003	35	Registered
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CellStar, Ltd.	奧斯達 (AO SI DA)	Malaysia	2003/010614	03001614	11 Feb 2003	35	Registered
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CellStar, Ltd.	奧斯達 (AO SI DA)	Singapore	T0302375H	T03/02375H	24 Feb 2003	35	Registered
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CellStar, Ltd.	奧斯達 (AO SI DA)	Taiwan		192428	1 Dec 2003	35	Registered
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施樂事達

CellStar, Ltd.	施樂事達	Taiwan		1054048	16 Aug 2003	16	Registered
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CellStar, Ltd.	施樂事達	China		S109947	1 Jun 1999	35	Registered
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CellStar, Ltd.	施樂事達	China		99084	16 Mar 1998	35	Registered
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CellStar, Ltd.	施樂事達	China	9800007093	1264971	14 Apr 1999	35	Registered
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CellStar, Ltd.	施樂事達	Hong Kong	200015882	199916548AA	4 Feb 1998	35	Registered
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CellStar, Ltd.	施樂事達	Hong Kong	200311075	200311075	11 Jul 2002	35	Registered
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CellStar, Ltd.	施樂事達	Malaysia	2000/05743	2000-05743	9 May 2000	35	Registered
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CellStar, Ltd.	施樂事達	Malaysia	2002/08604			35	Pending
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CellStar, Ltd.	施樂事達	Taiwan		S109947	1 Jun 1999	35	Registered
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CellStar, Ltd.	施樂事達	Taiwan		99084	16 Mar 1998	35	Registered
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CellStar, Ltd.	施樂事達	China		144182	16 Jun 2001	36	Registered
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CellStar, Ltd.	施樂事達	China	2000065068	1647749	7 Oct 2001	36	Registered
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CellStar, Ltd.	施樂事達	Hong Kong	200008524	199916548AA	4 Feb 1998	36	Registered
CellStar, Ltd.	施樂事達	Taiwan		144182	16 Jun 2001	36	Registered
CellStar, Ltd.	施樂事達	China		139488	1 Mar 2001	37	Registered
CellStar, Ltd.	施樂事達	China	9800001024	1264821	14 Apr 1999	37	Registered
CellStar, Ltd.	施樂事達	Hong Kong	199916548	199916548AA	4 Feb 1998	37	Registered
CellStar, Ltd.	施樂事達	Malaysia	2000/05741	2000-05741		37	Registered
CellStar, Ltd.	施樂事達	Taiwan		139488	1 Mar 2001	37	Registered
CellStar, Ltd.	施樂事達	China		150566	16 Oct 2001	38	Registered
CellStar, Ltd.	施樂事達	China	9800001025	1264938	14 Apr 1999	38	Registered
CellStar, Ltd.	施樂事達	Hong Kong	199916549	199916548AA	4 Feb 1998	38	Registered
CellStar, Ltd.	施樂事達	Malaysia	98-00065	98000065	3 Jan 1998	38	Registered
CellStar, Ltd.	施樂事達	Taiwan		150566	16 Oct 2001	38	Registered
CellStar, Ltd.	施樂事達	China		145824	16 Jul 2001	39	Registered
CellStar, Ltd.	施樂事達	China	2000065069	1683527	14 Dec 2001	39	Registered
CellStar, Ltd.	施樂事達	Hong Kong	200008525	199916548AA	4 Feb 1998	39	Registered
CellStar, Ltd.	施樂事達	Malaysia	2000/05740	00005740	9 May 2000	39	Registered
CellStar, Ltd.	施樂事達	Taiwan		145824	16 Jul 2001	39	Registered
CellStar, Ltd.	施樂事達	China		138991	16 Feb 2001	42	Registered
CellStar, Ltd.	施樂事達	China	200007417	1631927	7 Sep 2001	42	Registered
CellStar, Ltd.	施樂事達	Hong Kong	200008531	200008531	22 Feb 1999	42	Registered
CellStar, Ltd.	施樂事達	Taiwan		138991	16 Feb 2001	42	Registered
CellStar, Ltd.	施樂事達	China	9800001023	1291176	7 Jul 1999	9	Registered
CellStar, Ltd.	施樂事達	Hong Kong	200005805	199916548AA	4 Feb 1998	9	Registered
CellStar, Ltd.	施樂事達	Malaysia	98-00064	98000064	3 Jan 1998	9	Registered
CellStar, Ltd.	施樂事達	Taiwan		954631	16 Aug 2001	9	Registered

灵 and design

CellStar, Ltd.	灵 and design	China		3022632	21 Feb 2003	9	Registered
CellStar, Ltd.	灵 and design	China		3022633	21 Feb 2003	9	Registered
CellStar, Ltd.	灵 and design	China		3022630	21 Feb 2003	9	Registered
CellStar, Ltd.	灵 and design	China		3022631	21 Feb 2003	9	Registered
CellStar, Ltd.	灵 and design	Taiwan		1024920	1 Dec 2002	9	Registered
CellStar, Ltd.	灵 and design	Taiwan		1024921	1 Dec 2002	9	Registered
CellStar, Ltd.	灵 and design	Taiwan		1024922	1 Dec 2002	9	Registered
CellStar, Ltd.	灵 and design	Taiwan		1020563	1 Dec 2002	9	Registered

灵机移动 and device							
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CellStar, Ltd.	灵机移动 and device	China		3018369	21 Feb 2003	9	Registered
CellStar, Ltd.	灵机移动 and device	China		3018368	14 Nov 2003	9	Registered
CellStar, Ltd.	灵机移动 and device	China		3018370	14 Nov 2003	9	Registered
CellStar, Ltd.	灵机移动 and device	China		3018371	21 Feb 2003	9	Registered
CellStar, Ltd.	灵机移动 and device	Taiwan		1020532	1 Nov 2002	9	Registered
CellStar, Ltd.	灵机移动 and device	Taiwan		1024912	1 Dec 2002	9	Registered
CellStar, Ltd.	灵机移动 and device	Taiwan		1024913	1 Dec 2002	9	Registered
CellStar, Ltd.	灵机移动 and device	Taiwan		1024914	1 Dec 2002	9	Registered

蜂星							
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CellStar, Ltd.	蜂星	China		1926422	14 Sep 2002	16	Registered
CellStar, Ltd.	蜂星	Hong Kong	200308189	200308189	28 Sep 2002	16	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39784	1054047	16 Aug 2003	16	Registered
CellStar, Ltd.	蜂星	China		1756308	28 Apr 2002	28	Registered
CellStar, Ltd.	蜂星	China		1987012	14 Mar 2003	35	Registered
CellStar, Ltd.	蜂星	China		1126916	7 Aug 1997	35	Registered
CellStar, Ltd.	蜂星	Hong Kong	200402150	200402150	28 Sep 2002	35	Registered
CellStar, Ltd.	蜂星	Malaysia	2002/13997			35	Pending
CellStar, Ltd.	蜂星	Taiwan	91-39785	189457	1 Nov 2003	35	Registered

CellStar, Ltd.	蜂星	China		1959756	21 Jan 2003	36	Registered
CellStar, Ltd.	蜂星	Hong Kong	200308190	200308190	28 Sep 2002	36	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39786	187028	16 Sep 2003	36	Registered
CellStar, Ltd.	蜂星	China	2001123972			37	Pending
CellStar, Ltd.	蜂星	Hong Kong	200402405	200402405	28 Sep 2002	37	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39787	184083	16 Jul 2003	37	Registered
CellStar, Ltd.	蜂星	China	2001123973			38	Pending
CellStar, Ltd.	蜂星	Hong Kong	200308191	200308191	28 Sep 2002	38	Registered
CellStar, Ltd.	蜂星	Malaysia	2002/13996			38	Pending
CellStar, Ltd.	蜂星	Singapore	T0219285H	T0219285H	17 Dec 2002	38	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39788	187689	1 Oct 2003	38	Registered
CellStar, Ltd.	蜂星	China		1960830	14 Feb 2003	39	Registered
CellStar, Ltd.	蜂星	Hong Kong	200308192	200308192	28 Sep 2002	39	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39789	184250	16 Jul 2003	39	Registered
CellStar, Ltd.	蜂星	China		1966818	28 Jan 2004	42	Registered
CellStar, Ltd.	蜂星	China		1779655	28 May 2002	42	Registered
CellStar, Ltd.	蜂星	Hong Kong	200308193	200308193	28 Sep 2002	42	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39790	189139	1 Nov 2003	42	Registered
CellStar, Ltd.	蜂星	China		1747687	28 Dec 2000	9	Registered
CellStar, Ltd.	蜂星	China		1546261	28 Mar 2001	9	Registered
CellStar, Ltd.	蜂星	Hong Kong	200308188	200308188	28 Sep 2002	9	Registered
CellStar, Ltd.	蜂星	Malaysia	2002/13995	02013995	11 Nov 2002	9	Registered
CellStar, Ltd.	蜂星	Singapore	T0219260B	T0219260B	16 Dec 2002	9	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39783	1,057,440	16 Sep 2003	9	Registered

TM Administrator - END OF REPORT

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Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Algeria							
CellStar, Ltd.	CELLSTAR	Algeria	981558	058097	30 Nov 1998	9,35,38	Registered
Angola							
CellStar, Ltd.	CELLSTAR	Angola	6072	6012	3 Sep 1998	38	Registered
CellStar, Ltd.	CELLSTAR	Angola	6074	6014	3 Sep 1998	9	Registered
CellStar, Ltd.	CELLSTAR	Angola	6077	6011	3 Sep 1998	35	Registered
Argentina							
CellStar, Ltd.	AOS ON-LINE	Argentina	2.288.161	1,860,766	13 Feb 2002	35	Registered
CellStar, Ltd.	CELLSTAR	Argentina	1,985,259	1,730,385	13 Apr 1999	9	Registered
CellStar, Ltd.	CELLSTAR	Argentina	1,985,250	1,598,164	30 Apr 1996	38	Registered
CellStar, Ltd.	CELLSTAR	Argentina	1,985,281	1,734,558	30 Apr 1999	42	Registered
CellStar, Ltd.	CELLSTAR	Argentina	2,123,261	1,722,469	25 Feb 1999	35	Registered
CellStar, Ltd.	CELLSTAR	Argentina	2,123,262	1,722,469	25 Feb 1999	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Argentina	1,871,769	1,510,201	31 Mar 1994	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Argentina	2,985,734			9	Pending
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Argentina	2,286,870	1,848,516	24 Oct 2001	35	Registered
CellStar, Ltd.	CELLSTAR NETXTREME	Argentina	2.288.163	1,860,778	13 Feb 2002	39	Registered
CellStar, Ltd.	CELLSTAR NETXTREME	Argentina	2.288.164	1,860,767	13 Feb 2002	35	Registered
CellStar, Ltd.	ORDERSTAR	Argentina	2359281	1,909,241	3 Jan 2003	35	Registered
ARIPO							
CellStar, Ltd.	CELLSTAR	ARIPO	AP/M/98/00120-35			35	Pending
CellStar, Ltd.	CELLSTAR	ARIPO	AP/M/98/00120-38			38	Pending
CellStar, Ltd.	CELLSTAR	ARIPO	AP/M/98/00120-9			9	Pending
Australia							
CellStar, Ltd.	CELLSTAR	Australia	651649	651649	27 Jan 1995	9	Registered

CellStar, Ltd.	CELLSTAR	Australia	651650	651650	27 Jan 1995	38	Registered
CellStar, Ltd.	CELLSTAR	Australia	651652	651652	27 Jan 1995	42	Registered
CellStar, Ltd.	CELLSTAR	Australia	751606	751606	23 Dec 1997	35,36,37,39,42	Registered
Bangladesh							
CellStar, Ltd.	CELLSTAR	Bangladesh	42,983				Pending
Belarus							
CellStar, Ltd.	CELLSTAR	Belarus	N 19980269	12184	11 Apr 2000	9,35,36,37,38,42	Registered
Belize							
CellStar, Ltd.	CELLSTAR	Belize		2746.04	14 Feb 2005	9,35,36,38,42	Registered
CellStar, Ltd.	CELLSTAR	Belize		2746.04	14 Feb 2005	9,35,36,38,42	Registered
Bolivia							
CellStar Ltd.	CELLSTAR	Bolivia		64641-A	29 Nov 2004	9	Registered
CellStar, Ltd.	CELLSTAR	Bolivia		57977-C	9 Feb 1995	9	Registered
CellStar, Ltd.	CELLSTAR	Bolivia	1001	75610-C	1 Nov 1999	38	Registered
CellStar, Ltd.	CELLSTAR	Bolivia	1002	75609-C	1 Nov 1999	35	Registered
CellStar, Ltd.	CELLSTAR	Bolivia	1003	75603-C	29 Oct 1999	9	Registered
CellStar, Ltd.	CELLSTAR	Bolivia	1236	70278-C	25 Jan 1999	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Bolivia	998	75999-C	17 Nov 1999	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Bolivia	999	79000-C	17 Nov 1999	38	Registered
Botswana							
CellStar, Ltd.	CELLSTAR	Botswana	98/00578			9,35,38	Pending
Brazil							
CellStar, Ltd.	CELLSTAR	Brazil	817.136.860	817.136.860	3 Dec 2002	9	Registered
CellStar, Ltd.	CELLSTAR	Brazil	817.136.878	817.136.878	6 Jun 1995	37	Registered
CellStar, Ltd.	CELLSTAR	Brazil	819,435,686	819,435,686	9 Apr 2002	35	Registered
CellStar, Ltd.	CELLSTAR	Brazil	820,521,523	820,521,523	27 Jun 2000	35	Registered
CellStar, Ltd.	CELLSTAR	Brazil	820,521,531	820,521,531	27 Jun 2000	38	Registered
CellStar, Ltd.	CELLSTAR	Brazil	820,521,540	820,521,540	27 Jun 2000	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Brazil	817,322,698	817,322,698	24 Jan 1995	9	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and	Brazil		817.762.604	16 Apr 1998	9	Registered

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CellStar, Ltd.	CELLULAR EXPRESS (and design)	Brazil	817.762.612	16 Apr 1996	37	Registered
CellStar, Ltd.	CELLULAR EXPRESS	Brazil	817.663.924	817.663.924	9 Jul 1996	9 Registered
CellStar, Ltd.	CELLULAR EXPRESS	Brazil	817.663.932	817.663.932	12 Aug 1997	37 Registered
Brunei Darussalam						
CellStar, Ltd.	CELLSTAR	Brunei Darussalam	24615	20230	6 Dec 1995	Registered
Bulgaria						
CellStar, Ltd.	CELLSTAR	Bulgaria	41,484	34,563	10 Mar 1998	9 Registered
CellStar, Ltd.	CELLSTAR	Bulgaria	41,485	7,308	10 Mar 1998	35,36,37,38,42 Registered
Burundi						
CellStar, Ltd.	CELLSTAR	Burundi	3451/BUR	23 Nov 1998	9,35,38	Registered
Cambodia						
CellStar, Ltd.	CELLSTAR	Cambodia	10075	10073	25 Nov 1997	42 Registered
CellStar, Ltd.	CELLSTAR	Cambodia	10757	10942	30 Sep 1998	35 Registered
CellStar, Ltd.	CELLSTAR	Cambodia	10759	10943	30 Sep 1998	37 Registered
CellStar, Ltd.	CELLSTAR	Cambodia	10760	10944	30 Sep 1998	38 Registered
CellStar, Ltd.	CELLSTAR	Cambodia	10761	10945	30 Sep 1998	39 Registered
CellStar, Ltd.	CELLSTAR	Cambodia	4038	4036	12 Jan 1994	9 Registered
Canada						
CellStar, Ltd.	CELLSTAR	Canada	0721282	TMA432754	2 Sep 1994	Registered
CellStar, Ltd.	CELLSTAR	Canada	0867175	TMA542627	19 Mar 2001	35 Registered
CellStar, Ltd.	CELLSTAR	Canada	867,175	TMA 542,627	19 Mar 2001	35 Registered
CellStar, Ltd.	ORDERSTAR	Canada	1,108736			35 Pending
Cape Verde						
CellStar, Ltd.	CELLSTAR	Cape Verde		Cautionary Notice	9,35,38	Registered
Chile						
CellStar, Ltd.	CELLSTAR	Chile	420,489	528,256	24 Nov 1998	38 Registered
CellStar, Ltd.	CELLSTAR	Chile	420,490	528,255	24 Nov 1998	9 Registered
CellStar, Ltd.	CELLSTAR	Chile	424,837	532,105	13 Jan 1999	39 Registered
CellStar, Ltd.	CELLSTAR	Chile	424,838	532,103	13 Jan 1999	35 Registered

CellStar, Ltd.	CELLSTAR (stylized)	Chile	241.663	415,964	8 Nov 1993	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Chile	420,488	528,257	24 Nov 1998	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Chile	424,836	532,102	13 Jan 1999	39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Chile	424,839	532,104	13 Jan 1999	35	Registered
CellStar, Ltd.	iJoy	Chile	687.149	752.970	8 Mar 2006	9	Registered
China							
Cellstar Ltd.	iJoy	China	4448105			9	Pending
Cellstar Ltd.	IJOY	China				9	Pending
CellStar, Ltd.	CELLNET	China	3948062			38	Pending
CellStar, Ltd.	CELLNET	China	3948063			37	Pending
CellStar, Ltd.	CELLNET	China	3948385			36	Pending
CellStar, Ltd.	CELLNET	China	3948386			35	Pending
CellStar, Ltd.	CELLNET	China	4507592			42	Pending
CellStar, Ltd.	CELLSTAR	China		1747686	14 Apr 2002	9	Registered
CellStar, Ltd.	CELLSTAR	China		1797384	28 Jun 2002	9	Registered
CellStar, Ltd.	CELLSTAR	China		1756309	28 Apr 2002	28	Registered
CellStar, Ltd.	CELLSTAR	China		694522	21 Jun 1994	9	Registered
CellStar, Ltd.	CELLSTAR	China	2000058073	1611730	28 Jul 2001	37	Registered
CellStar, Ltd.	CELLSTAR	China	2000058074	1679602	7 Dec 2001	38	Registered
CellStar, Ltd.	CELLSTAR	China	2000074122	1663702	7 Nov 2001	35	Registered
CellStar, Ltd.	CELLSTAR	China	200074123	1639821	21 Sep 2001	42	Registered
CellStar, Ltd.	CELLSTAR	China	2001104824	1959112	7 Jan 2003	36	Registered
CellStar, Ltd.	CELLSTAR	China	2001104825	1960119	14 Jan 2003	39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China		1799661	28 Jun 2002	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China		694523	21 Jun 1994	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China		1639827	21 Sep 2001	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China	2000058065	1679629	7 Dec 2001	38	Registered

CellStar, Ltd.	CELLSTAR (stylized)	China	2000074124	1639827	21 Sep 2001	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China	200058075	1611729	28 Jul 2001	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China	2001104826	1952464	14 Dec 2002	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China	2001104827	1959114	7 Jan 2003	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	China	2001104828	1960120	14 Jan 2003	39	Registered
CellStar, Ltd.	ETELL (stylized)	China	3199195	3199195	7 Aug 2004	9	Registered
CellStar, Ltd.	NETXTREME	China	2000/058603	1,667,760	21 Dec 2001	39	Registered
CellStar, Ltd.	ORDERSTAR	China	2001/115,627	1,998,631	21 Dec 2002	35	Registered
CellStar, Ltd.	奥斯達 (AO SI DA)	China	3459391	3459391	28 Aug 2004	35	Registered
CellStar, Ltd.	施樂事達	China		S109947	1 Jun 1999	35	Registered
CellStar, Ltd.	施樂事達	China		99084	16 Mar 1998	35	Registered
CellStar, Ltd.	施樂事達	China		144182	16 Jun 2001	36	Registered
CellStar, Ltd.	施樂事達	China		139488	1 Mar 2001	37	Registered
CellStar, Ltd.	施樂事達	China		150566	16 Oct 2001	38	Registered
CellStar, Ltd.	施樂事達	China		145824	16 Jul 2001	39	Registered
CellStar, Ltd.	施樂事達	China		138991	16 Feb 2001	42	Registered
CellStar, Ltd.	施樂事達	China	2000065068	1647749	7 Oct 2001	36	Registered
CellStar, Ltd.	施樂事達	China	2000065069	1683527	14 Dec 2001	39	Registered
CellStar, Ltd.	施樂事達	China	200007417	1631927	7 Sep 2001	42	Registered
CellStar, Ltd.	施樂事達	China	9800001023	1291176	7 Jul 1999	9	Registered
CellStar, Ltd.	施樂事達	China	9800001024	1264821	14 Apr 1999	37	Registered
CellStar, Ltd.	施樂事達	China	9800001025	1264938	14 Apr 1999	38	Registered
CellStar, Ltd.	施樂事達	China	9800007093	1264971	14 Apr 1999	35	Registered
CellStar, Ltd.	員 and design	China		3022632	21 Feb 2003	9	Registered
CellStar, Ltd.	員 and design	China		3022633	21 Feb 2003	9	Registered
CellStar, Ltd.		China		3022630	21 Feb 2003	9	Registered

灵 and design						
CellStar, Ltd.	灵 and design	China	3022631	21 Feb 2003	9	Registered
CellStar, Ltd.	灵机移动 and device	China	3018369	21 Feb 2003	9	Registered
CellStar, Ltd.	灵机移动 and device	China	3018368	14 Nov 2003	9	Registered
CellStar, Ltd.	灵机移动 and device	China	3018370	14 Nov 2003	9	Registered
CellStar, Ltd.	灵机移动 and device	China	3018371	21 Feb 2003	9	Registered
CellStar, Ltd.	蜂星	China	1747687	28 Dec 2000	9	Registered
CellStar, Ltd.	蜂星	China	1546261	28 Mar 2001	9	Registered
CellStar, Ltd.	蜂星	China	1926422	14 Sep 2002	16	Registered
CellStar, Ltd.	蜂星	China	1987012	14 Mar 2003	35	Registered
CellStar, Ltd.	蜂星	China	1125916	7 Aug 1997	35	Registered
CellStar, Ltd.	蜂星	China	1959756	21 Jan 2003	36	Registered
CellStar, Ltd.	蜂星	China	1960830	14 Feb 2003	39	Registered
CellStar, Ltd.	蜂星	China	1966818	28 Jan 2004	42	Registered
CellStar, Ltd.	蜂星	China	1779655	28 May 2002	42	Registered
CellStar, Ltd.	蜂星	China	1756308	28 Apr 2002	28	Registered
CellStar, Ltd.	蜂星	China	2001123972		37	Pending
CellStar, Ltd.	蜂星	China	2001123973		38	Pending
Colombia						
CellStar, Ltd.	CELLSTAR	Colombia	93-388651	221929	16 Sep 1999	9 Registered
CellStar, Ltd.	CELLSTAR	Colombia	93-403362	263414	11 Apr 2002	9 Registered
CellStar, Ltd.	CELLSTAR	Colombia	97,056,692	11,846	26 Dec 1997	9,38,42 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Colombia	97,056,020	207,998	30 Apr 1998	38 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Colombia	97,056,022	208,292	14 May 1998	42 Registered
CellStar, Ltd.	CELLSTAR (stylized)	Colombia	98,001,693	211,163	31 Jul 1998	35 Registered

CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Colombia	99.072.371	233316	11 Aug 2000	35	Registered
CellStar, Ltd.	CELLSTAR AOS ON-LINE	Colombia	00.018.524	230791	15 Nov 2000	35	Registered
CellStar, Ltd.	CELLSTAR NETXTREME	Colombia	99.070.065	233386	11 Aug 2000	35	Registered
CellStar, Ltd.	CELULAR EXPRESS	Colombia	9,422,250	165.477	28 Sep 1994	9	Registered
CellStar, Ltd.	IJOY	Colombia	05046337	306830	9 Dec 2005	9	Registered
CellStar, Ltd.	ORDERSTAR	Colombia	01057389	268281	15 Oct 2002	35	Registered
Costa Rica							
CellStar, Ltd.	CELLSTAR	Costa Rica		96482	26 Aug 1996	35	Registered
CellStar, Ltd.	CELLSTAR	Costa Rica		96481	26 Aug 1996	38	Registered
CellStar, Ltd.	CELLSTAR	Costa Rica		95202	13 Mar 1996	9	Registered
CellStar, Ltd.	CELLSTAR	Costa Rica		95203	13 Mar 1996	42	Registered
CellStar, Ltd.	ETELL (stylized)	Costa Rica	2003- 0003775	145713	16 Mar 2004	9	Registered
CTM							
CellStar Ltd.	CELLSTAR	CTM	000047233	000047233	23 Mar 1999	9,35,36,38,42	Registered
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	CTM	001510528	001510528	7 May 2001	35	Registered
CellStar, Ltd.	ETELL (stylized)	CTM	003216397	003216397	11 Oct 2004	9	Registered
CellStar, Ltd.	ORDERSTAR	CTM	002289346	002289346	29 Apr 2003	35	Registered
Czech Republic							
CellStar, Ltd.	CELLSTAR	Czech Republic	POŽ176868	249572	20 Feb 2002	9,35,36,37,38,39,42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Czech Republic	OZ130741	224367	23 May 2000	9,35,36,37,38,39,42	Registered
Djibouti							
CellStar, Ltd.	CELLSTAR	Djibouti		339/98	5 Dec 1998	9,35,38	Registered
Dominican Republic							
CellStar, Ltd.	CELLSTAR	Dominican Republic	170665	133651	28 Feb 2003	35	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170666	133788	28 Feb 2003	36	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170667	133789	28 Feb 2003	37	Registered

CellStar, Ltd.	CELLSTAR	Dominican Republic	170668	133769	28 Feb 2003	38	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170669	133768	28 Feb 2003	39	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170670	133767	28 Feb 2003	42	Registered
CellStar, Ltd.	CELLSTAR	Dominican Republic	170671	133766	28 Feb 2003	9	Registered

Ecuador

CellStar, Ltd.	CELLSTAR	Ecuador	92768			35	Pending
CellStar, Ltd.	CELLSTAR	Ecuador	92769			37	Pending
CellStar, Ltd.	CELLSTAR	Ecuador	92770			38	Pending
CellStar, Ltd.	CELLSTAR	Ecuador	92771			42	Pending
CellStar, Ltd.	CELLSTAR	Ecuador	92772	13085-01	13 Feb 2001	9	Registered
CellStar, Ltd.	CELULAR EXPRESS	Ecuador	103672			9	Pending
CellStar, Ltd.	CELULAR EXPRESS	Ecuador	103673			35	Pending
CellStar, Ltd.	CELULAR EXPRESS	Ecuador	103674			38	Pending

Egypt

CellStar, Ltd.	CELLSTAR	Egypt	114456			9	Registered
CellStar, Ltd.	CELLSTAR	Egypt	114457	114457	1 Jul 2002	35	Registered
CellStar, Ltd.	CELLSTAR	Egypt	525977	525977	29 Jun 2002	38	Registered

El Salvador

CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5636/99	224-134-451-452	9 Jul 2001	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5638/99	75-121-151-152	10 Nov 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5640/99	190-137-383-384	23 Aug 2001	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5641/99	105-169-213-214	17 Mar 2004	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5642/99	3-121-7-8	9 Nov 2000	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	El Salvador	5644/99	186-136-375-376	14 Aug 2001	38	Registered

Estonia

CellStar, Ltd.	CELLSTAR	Estonia	9,802,307	31280	8 Jun 2000	9,35,36,37,38,42	Registered
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Ethiopia							
CellStar, Ltd.	CELLSTAR	Ethiopia	CN002870	03059	13 Aug 1999	9,35,38	Registered
France							
CellStar, Ltd.	CELLULAR EXPRESS (and design)	France		95569698	28 Apr 1995	9,38	Registered
Gambia							
CellStar, Ltd.	CELLSTAR	Gambia	00230			9	Pending
Germany							
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Germany	395,172,285	395,172,285	29 Apr 1996	9,38	Registered
Gibraltar							
CellStar, Ltd.	CELLSTAR	Gibraltar		8215	13 Jan 2000	38	Registered
CellStar, Ltd.	CELLSTAR	Gibraltar		8216	13 Jan 2000	9,35,36,38,42	Registered
Guatemala							
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	379-2000	112,189	16 Aug 2001	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	380-2000	112,903	14 Sep 2001	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	381-2000	112,240	16 Aug 2001	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	382-2000	112,276	16 Aug 2001	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	383-2000	112,278	16 Aug 2001	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Guatemala	384-2000	112,904	14 Sep 2001	9	Registered
Honduras							
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.531/99			9	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.532/99			35	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.533/99			37	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.534/99			42	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.535/99				Pending
CellStar, Ltd.	CELLSTAR (stylized)	Honduras	10.565/99			38	Pending

CELLSTAR

CellStar, Ltd.	(stylized)	Honduras	10.566/99			36	Pending
Hong Kong							
CELLSTAR (ASIA) CORPORATION LTD.	I*Joy	Hong Kong	300298963			9	Pending
CellStar, Ltd.	CELLSTAR	Hong Kong	199813156	199813156	10 Sep 1997	42	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200007323	200007323AA	6 Feb 1998	37	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200007324	200007323AA	6 Feb 1998	39	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200010065	200010065	22 Feb 1999	42	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200100394	200100394	4 May 2000	38	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200101021	200007323AA	6 Feb 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200101022	200007323AA	6 Feb 1998	36	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	200311076	200311076	11 Jul 2002	35	Registered
CellStar, Ltd.	CELLSTAR	Hong Kong	9645/2000	200100393	4 May 2000	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Hong Kong	199509357	199509357	30 Nov 1993	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Hong Kong	200202847	200202847	5 May 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Hong Kong	200202848	200202848	5 May 2000	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Hong Kong	200205746	200205746	5 May 2000	35	Registered
CellStar, Ltd.	ETELL (stylized)	Hong Kong	2004B01768	2004B01768	23 May 2002	9	Registered
CellStar, Ltd.	IJOY	Hong Kong	300417159			9	Pending
CellStar, Ltd.	ORDERSTAR	Hong Kong	2002B03335	2002B03335	16 Apr 2001	35	Registered
CellStar, Ltd.	奧斯達 (AO SI DA)	Hong Kong	200310593	200310593	14 Feb 2003	35	Registered
CellStar, Ltd.	施樂事達	Hong Kong	199916548	199916548AA	4 Feb 1998	37	Registered
CellStar, Ltd.	施樂事達	Hong Kong	199916549	199916548AA	4 Feb 1998	38	Registered
CellStar, Ltd.	施樂事達	Hong Kong	200005805	199916548AA	4 Feb 1998	9	Registered
CellStar, Ltd.	施樂事達	Hong Kong	200008524	199916548AA	4 Feb 1998	36	Registered
CellStar, Ltd.	施樂事達	Hong Kong	200008525	199916548AA	4 Feb 1998	39	Registered
CellStar, Ltd.	施樂事達	Hong Kong	200008531	200008531	22 Feb 1999	42	Registered
CellStar, Ltd.	施樂事達	Hong Kong	200015882	199916548AA	4 Feb 1998	35	Registered
CellStar, Ltd.		Hong Kong	200311075	200311075	11 Jul 2002	35	Registered

施樂事達

CellStar, Ltd.	蜂星	Hong Kong	200308188	200308188	28 Sep 2002	9	Registered
CellStar, Ltd.	蜂星	Hong Kong	200308189	200308189	28 Sep 2002	16	Registered
CellStar, Ltd.	蜂星	Hong Kong	200308190	200308190	28 Sep 2002	36	Registered
CellStar, Ltd.	蜂星	Hong Kong	200308191	200308191	28 Sep 2002	38	Registered
CellStar, Ltd.	蜂星	Hong Kong	200308192	200308192	28 Sep 2002	39	Registered
CellStar, Ltd.	蜂星	Hong Kong	200308193	200308193	28 Sep 2002	42	Registered
CellStar, Ltd.	蜂星	Hong Kong	200402150	200402150	28 Sep 2002	35	Registered
CellStar, Ltd.	蜂星	Hong Kong	200402405	200402405	28 Sep 2002	37	Registered

Hungary

CellStar, Ltd.	CELLSTAR	Hungary	M 98 01193	156,906	24 Jun 1999	9,35,36,37,38,39,42	Registered
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India

CellStar, Ltd.	CELLSTAR	India	1285077			35	Pending
CellStar, Ltd.	CELLSTAR	India	1285078			36	Pending
CellStar, Ltd.	CELLSTAR	India	1285079			37	Pending
CellStar, Ltd.	CELLSTAR	India	1285080			38	Pending
CellStar, Ltd.	CELLSTAR	India	1285081			39	Pending
CellStar, Ltd.	CELLSTAR	India	1285082			42	Pending
CellStar, Ltd.	CELLSTAR	India	613,904	613,904	14 Sep 2001	9	Registered

Indonesia

Cellstar Ltd.	i*joy	Indonesia	D002005.004107			9	Pending
CellStar, Ltd.	CELLSTAR	Indonesia		422,161	15 Jan 1999	37	Registered
CellStar, Ltd.	CELLSTAR	Indonesia	9701528	422,160	15 Jan 1999	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18239	446,920	2 Jun 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18240	446,921	2 Jun 2000	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18241	446,922	2 Jun 2000	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18242	446,923	2 Jun 2000	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18243	446,924	2 Jun 2000	35	Registered

CellStar, Ltd.	CELLSTAR (stylized)	Indonesia	D98-18244	446,925	2 Jun 2000	9	Registered
CellStar, Ltd.	IJOY	Indonesia	D002005.004109			9	Pending
Japan							
CellStar, Ltd.	CELLSTAR	Japan	2000-49525	4,637,449	17 Jan 2003	35,36,38,39,42	Registered
CellStar, Ltd.	ORDERSTAR	Japan	2000-49525	4,637,449	17 Jan 2003	35,39	Registered
Laos							
CellStar, Ltd.	CELLSTAR	Laos	5989	5924	10 Oct 1997	9,35,37,38,39	Registered
CellStar, Ltd.	CELLSTAR	Laos	6494	6437	26 Jun 1998	9,35,37,38,39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Laos	2686	2287	29 Dec 1993	9	Registered
Latvia							
CellStar, Ltd.	CELLSTAR	Latvia	M-98-2889	M46643	10 Dec 1998	9,35,36,37,38,42	Registered
Lebanon							
CellStar, Ltd.	CELLSTAR	Lebanon	083022	083022	28 Mar 2000	9,35,36,37,38,42	Registered
Liberia							
CellStar, Ltd.	CELLSTAR	Liberia	98000879	261198/879	26 Nov 1998	9	Registered
CellStar, Ltd.	CELLSTAR	Liberia	98000881	261198/881	26 Nov 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Liberia	98000882	261198/882	26 Nov 1998	38	Registered
Libya							
CellStar, Ltd.	CELLSTAR	Libya	9514			35	Pending
CellStar, Ltd.	CELLSTAR	Libya	9515			35	Pending
CellStar, Ltd.	CELLSTAR	Libya	9516			38	Pending
Lithuania							
CellStar, Ltd.	CELLSTAR	Lithuania	98-3941	39718	11 Sep 2000	9,35,36,37,38,42	Registered
Madagascar							
CellStar, Ltd.	CELLSTAR	Madagascar	980372	03151	12 Nov 1998	9,35,38	Registered
Malaysia							
Cellstar Ltd.	CELLSTAR (stylized)	Malaysia	00005745			38	Pending
Cellstar Ltd.	CELLSTAR (stylized)	Malaysia	00005748	00005748	5 May 2000	9	Registered
Cellstar Ltd.	CELLSTAR (stylized)	Malaysia	20005746			37	Pending
Cellstar Ltd.	CELLSTAR	Malaysia	200-05747	200005747	9 May 2000	35	Registered

(stylized)							
CellStar, Ltd.	CELLSTAR	Malaysia	2000/05675		36	Pending	
CellStar, Ltd.	CELLSTAR	Malaysia	2000/05676		35	Pending	
CellStar, Ltd.	CELLSTAR	Malaysia	2000-05674		39	Pending	
CellStar, Ltd.	CELLSTAR	Malaysia	94006847		9	Pending	
CellStar, Ltd.	CELLSTAR	Malaysia	97-18615	97018615	3 Jan 1998	37	Registered
CellStar, Ltd.	CELLSTAR	Malaysia	97-1952		42	Pending	
CellStar, Ltd.	ECELL (stylized)	Malaysia	2003-06618		9	Pending	
CellStar, Ltd.	i • joy	Malaysia	05007223		9	Pending	
CellStar, Ltd.	i • joy (stylized)	Malaysia	05007224		9	Pending	
CellStar, Ltd.	ORDERSTAR	Malaysia	2001-08214		35	Pending	
CellStar, Ltd.	奧斯達 (AO SI DA)	Malaysia	2003/010614	03001614	11 Feb 2003	35	Registered
CellStar, Ltd.	施樂事達	Malaysia	2000/05740	00005740	9 May 2000	39	Registered
CellStar, Ltd.	施樂事達	Malaysia	2000/05741	2000-05741		37	Registered
CellStar, Ltd.	施樂事達	Malaysia	2000/05743	2000-05743	9 May 2000	35	Registered
CellStar, Ltd.	施樂事達	Malaysia	2002/08604		35	Pending	
CellStar, Ltd.	施樂事達	Malaysia	98-00064	98000064	3 Jan 1998	9	Registered
CellStar, Ltd.	施樂事達	Malaysia	98-00065	98000065	3 Jan 1998	38	Registered
CellStar, Ltd.	蜂星	Malaysia	2002/13995	02013995	11 Nov 2002	9	Registered
CellStar, Ltd.	蜂星	Malaysia	2002/13996		38	Pending	
CellStar, Ltd.	蜂星	Malaysia	2002/13997		35	Pending	
Mauritius							
CellStar, Ltd.	CELLSTAR	Mauritius			9	Pending	
Mexico							
CellStar, Ltd.	CELLSTAR	Mexico	468,271		1 Aug 1994	Registered	
CellStar, Ltd.	CELLSTAR (stylized)	Mexico	440,077		19 Aug 1993	Registered	
CellStar, Ltd.	CELLSTAR (stylized)	Mexico	474,925		27 Sep 1994	Registered	
CellStar, Ltd.	CELLSTAR (stylized)	Mexico	446,978		23 Nov 1993	Registered	

CellStar, Ltd.	CELLSTAR (stylized)	Mexico		448,979	23 Nov 1993		Registered
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Mexico	429152	668914	5 Jun 2000	35	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Mexico		419,106	3 Aug 1992		Registered
CellStar, Ltd.	CELULAR EXPRESS	Mexico	120,356	425,270	12 Nov 1992		Registered
CellStar, Ltd.	CELULAR EXPRESS	Mexico	121,856	403,652	15 Jan 1992		Registered
CellStar, Ltd.	CELULAR EXPRESS MUCHO MAS QUE TELEFONIA CELULAR	Mexico	302,740	559,732	29 Jul 1997	38	Registered
CellStar, Ltd.	CELULAR EXPRESS S.A. de C.V.	Mexico		440,077	20 Jun 1994		Registered
CellStar, Ltd.	ETELL (stylized)	Mexico		805,400	4 Jun 2003	9	Registered
CellStar, Ltd.	i • Joy	Mexico	717667	893231	16 Nov 2004	9	Registered
CellStar, Ltd.	ORDERSTAR	Mexico	495180	778,100	10 Jul 2001	35	Registered
Monaco							
CellStar, Ltd.	CELLSTAR	Monaco	021267	00.21075	30 Nov 1999	9,35,36,37,38,42	Registered
Morocco							
CellStar, Ltd.	CELLSTAR	Morocco	65849	65849	13 Apr 1998	9,35,36,38,42	Registered
Mozambique							
CellStar, Ltd.	CELLSTAR	Mozambique		Cautionary Notice		9,35,38	Pending
New Zealand							
CellStar, Ltd.	CELLSTAR	New Zealand	245,184	245,184	31 Jan 1995	9	Registered
CellStar, Ltd.	CELLSTAR	New Zealand	245,185	245,185	31 Jan 1995	38	Registered
CellStar, Ltd.	CELLSTAR	New Zealand	245,186	245,186	31 Jan 1995	42	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	New Zealand	246,076	246,076	10 Nov 1997	9	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	New Zealand	246,077	246,077	30 Oct 1997	38	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	New Zealand	246,078	246,078	30 Oct 1997	42	Registered

Norway							
CellStar, Ltd.	CELLSTAR	Norway	98.02304	196,990	15 Apr 1999	9,35,36,37,38,42	Registered
Pakistan							
CellStar, Ltd.	CELLSTAR	Pakistan	124187	124187	1 Mar 1994	9	Registered
CellStar, Ltd.	ETELL (stylized)	Pakistan	195562			9	Pending
Paraguay							
CellStar, Ltd.	CELULAR EXPRESS	Paraguay	09393	23563	8 Nov 2000	35	Registered
CellStar, Ltd.	CELULAR EXPRESS	Paraguay	09394			9	Pending
CellStar, Ltd.	CELULAR EXPRESS	Paraguay	09395	22775	7 Sep 2000	38	Registered
Peru							
CellStar, Ltd.	AOS ON-LINE	Peru	105721	010831-2000	11 Sep 2000	35	Registered
CellStar, Ltd.	CELLSTAR	Peru	101793	21722	13 Jun 2000	42	Registered
CellStar, Ltd.	CELLSTAR	Peru	101798	22652	28 Aug 2000	39	Registered
CellStar, Ltd.	CELLSTAR	Peru	101799	21723	13 Jun 2000	36	Registered
CellStar, Ltd.	CELLSTAR	Peru	101800	21886	26 Jun 2000	37	Registered
CellStar, Ltd.	CELLSTAR	Peru	98-56587	57758	28 Sep 1999	9	Registered
CellStar, Ltd.	CELLSTAR	Peru	98-56590	15,092	24 Jul 1998	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	101794	21883	26 Jun 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	101795	21884	26 Jun 2000	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	101796	22651	28 Aug 2000	39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	101797	21885	13 Jun 2000	42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	221,226	6821	22 Apr 1994	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	97-49,924	43,218	5 Feb 1998	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	98-63027	15,506	9 Sep 1998	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Peru	98-63028	15,507	9 Sep 1998	38	Registered
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Peru	105722	012194-2000	9 Oct 2000	35	Registered

CellStar, Ltd.	CELULAR EXPRESS	Peru	104341	70010	13 Mar 2001	9	Registered
CellStar, Ltd.	CELULAR EXPRESS	Peru	104342	22775	7 Sep 2000	38	Registered
CellStar, Ltd.	CELULAR EXPRESS	Peru	104343	23563	8 Nov 2000	35	Registered
CellStar, Ltd.	ORDERSTAR	Peru	130384	27208	25 Sep 2001	35	Registered
Philippines							
CellStar, Ltd.	ORDERSTAR	Philippines	4-2001-045-89			35	Pending
Poland							
CellStar, Ltd.	CELLSTAR	Poland	Z 182,713	R 125438	7 Jun 2001		Registered
Republic of Korea (South)							
CellStar, Ltd.	CELLSTAR	Republic of Korea (South)	15792/99	70870	15 Oct 2001	35,36,39,42	Registered
CellStar, Ltd.	CELLSTAR	Republic of Korea (South)	2000-3880	5166	12 Apr 2002	9,16,37,38,39,42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Republic of Korea (South)	2000-3881	5167	12 Apr 2002	9,16,37,38,39	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Republic of Korea (South)	13992/95	348,903	22 Oct 1996	39	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Republic of Korea (South)	3359/95	34,230	15 Jan 1997	35	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	Republic of Korea (South)	3450/95	36,433	29 May 1997	42	Registered
CellStar, Ltd.	ORDERSTAR	Republic of Korea (South)	12537/2001	94832	22 Dec 2003	35	Registered
Romania							
CellStar, Ltd.	CELLSTAR	Romania	16955	35303	30 Mar 1998	9,35,36,37,38,42	Registered
Russian Federation							
CellStar, Ltd.	CELLSTAR	Russian Federation	98704080	178,950	13 Mar 1998	9,35,36,37,38,42	Registered
Rwanda							
CellStar, Ltd.	CELLSTAR	Rwanda	16955	4306/GRK	29 Sep 1998	9,35,38	Registered
Sao Tome & Principe							
CellStar, Ltd.	CELLSTAR	Sao Tome & Principe		Cautionary Notice		9,35,38	Registered

Saudi Arabia							
CellStar, Ltd.	CELLSTAR	Saudi Arabia	30267	383/12	1 Apr 2005	9	Registered
CellStar, Ltd.	CELLSTAR	Saudi Arabia	30268	383/13	1 Apr 2005	35	Registered
Seychelles							
CellStar, Ltd.	CELLSTAR	Seychelles	98,000,265	4894	28 Sep 1998	9	Registered
CellStar, Ltd.	CELLSTAR	Seychelles	98,000,266	4895	28 Sep 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Seychelles	98,000,267	4896	28 Sep 1998	38	Registered
Sierra Leone							
CellStar, Ltd.	CELLSTAR	Sierra Leone	9476			9	Pending
Singapore							
Cellstar Ltd.	i • joy	Singapore	T05/07852E	T05/07852E	12 May 2005	9	Registered
Cellstar Ltd.	IJOY	Singapore				9	Pending
CellStar, Ltd.	CELLSTAR	Singapore	T0010439J	T0010439J	16 Jun 2000	36	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T9612699G	T9612699G	29 Nov 1996	37	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T9612900D	T9612900D	29 Nov 1996	38	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T97/05069Z	T97/05069Z	2 May 1997	9	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T9902910H	T9902910H	24 Mar 1999	35	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T9911308G	T9911308G	8 Oct 1999	38	Registered
CellStar, Ltd.	CELLSTAR	Singapore	T9911309E	T9911309E	8 Oct 1999	39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Singapore	T0007437H			35	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Singapore	T0007438F	T0007438F	5 May 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Singapore	T9406959D	T9406959D	12 Aug 1994	9	Registered
CellStar, Ltd.	CELLULAR EXPRESS	Singapore	T0006727D	T0006727D	22 Apr 2000	9	Registered
CellStar, Ltd.	CELLULAR EXPRESS	Singapore	T0006728B	T0006728B	22 Apr 2000	35	Registered
CellStar, Ltd.	CELLULAR EXPRESS	Singapore	T0006729J	T0006729J	22 Apr 2000	37	Registered
CellStar, Ltd.	CELLULAR EXPRESS	Singapore	T0006730D			38	Pending
CellStar, Ltd.	ETELL (stylized)	Singapore	T0308243F	T0308243F	5 Jun 2003	9	Registered
CellStar, Ltd.	ORDERSTAR	Singapore	T0109459C	T01/09459C	16 Apr 2001	35	Registered

CellStar, Ltd.	奥斯达 (AO SI DA)	Singapore	T0302375H	T03/02375H	24 Feb 2003	35	Registered
CellStar, Ltd.	蜂星	Singapore	T0219260B	T0219260B	16 Dec 2002	9	Registered
CellStar, Ltd.	蜂星	Singapore	T0219285H	T0219285H	17 Dec 2002	38	Registered
Slovakia							
CellStar, Ltd.	CELLSTAR	Slovakia	98001273	193713	14 May 1998		Registered
Slovenia							
CellStar, Ltd.	CELLSTAR	Slovenia		Z-9970049	24 Jul 2003	35,38	Registered
South Africa							
CellStar, Ltd.	CELLULAR EXPRESS (and design)	South Africa	9,503,360	9,503,360	17 Mar 1995	9	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	South Africa	9,503,361	9,503,361	17 Mar 1995	38	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	South Africa	9,503,362	9,503,362	17 Mar 1995	42	Registered
Spain							
CellStar, Ltd.	CELLSTAR	Spain		1,744,587	15 Feb 1993	9	Registered
Sri Lanka							
CellStar, Ltd.	CELLSTAR	Sri Lanka	73904	73904	6 Apr 1995	9	Registered
CellStar, Ltd.	CELLSTAR	Sri Lanka	819592			35,36,37,38,42	Pending
St. Helena							
CellStar, Ltd.	CELLSTAR	St. Helena		2,011,720	21 Feb 1995	9,38	Registered
Sudan							
CellStar, Ltd.	CELLSTAR	Sudan		28451	18 May 2002	38	Registered
CellStar, Ltd.	CELLSTAR	Sudan		28450	18 May 2002	35	Registered
CellStar, Ltd.	CELLSTAR	Sudan		28449	18 May 2002	9	Registered
Surinam							
CellStar, Ltd.	CELLSTAR	Surinam		17035	21 Jan 2000	9	Registered
Swaziland							
CellStar, Ltd.	CELLSTAR	Swaziland	251/98			9,35,38	Pending
Switzerland							
CellStar, Ltd.	CELLSTAR	Switzerland		456.600	12 Mar 1998	35,36,38,39,42	Registered
Taiwan							

CellStar, Ltd.	AOS ON-LINE	Taiwan	89-44460	159,995	1 Mar 2002	35	Registered
CellStar, Ltd.	AOS ON-LINE	Taiwan	90-15852	168557	16 Aug 2002	42	Registered
CellStar, Ltd.	AOS ON-LINE	Taiwan	90-15853	163974	16 May 2002	39	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		771519	17 Aug 1997	9	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		1056022	1 Sep 2003	16	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		148120	1 Sep 2001	35	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		107710	16 Mar 1999	36	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		139534	1 Mar 2001	37	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		150675	16 Oct 2001	38	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		171381	16 Oct 2002	39	Registered
CellStar, Ltd.	CELLSTAR	Taiwan		107394	16 Feb 1999	42	Registered
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		954840	16 Aug 2001	9	Registered
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		148121	1 Sep 2001	35	Registered
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		139535	1 Mar 2001	37	Registered
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		150676	16 Oct 2001	38	Registered
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		153632	1 Dec 2001	39	Registered
CellStar, Ltd.	CELLSTAR (design + Chinese)	Taiwan		140796	16 Mar 2001	42	Registered
CellStar, Ltd.	CELLSTAR (stylized + G1881)	Taiwan	92-67697			9	Pending
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		954839	16 Aug 2001	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		1054049	16 Mar 1998	16	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		109946	1 Jun 1999	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		128307	1 Sep 2000	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		150674	16 Oct 2001	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		113659	16 Aug 1999	39	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		140795	16 Mar 2001	42	Registered

CellStar, Ltd.	CELLSTAR (stylized)	Taiwan		99644	1 Jun 1999	35	Registered
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Taiwan	89-44461	153486	1 Dec 2001	35	Registered
CellStar, Ltd.	CELLSTAR CELLULAR CLUB and design	Taiwan		117909	16 Nov 1999	38	Registered
CellStar, Ltd.	CELLULAR EXPRESS	Taiwan		773578	1 Sep 1997	9	Registered
CellStar, Ltd.	DB and design	Taiwan		174453	16 Dec 2002	38	Registered
CellStar, Ltd.	ETELL (stylized)	Taiwan		1050265	16 Jul 2003	9	Registered
CellStar, Ltd.	GLOBAL COMM	Taiwan		916047	1 Dec 2000	9	Registered
CellStar, Ltd.	GLOBAL COMM	Taiwan		127214	16 Aug 2000	35	Registered
CellStar, Ltd.	GLOBAL COMM	Taiwan		128797	16 Sep 2000	35	Registered
CellStar, Ltd.	GLOBAL COMM	Taiwan		129125	16 Sep 2000	37	Registered
CellStar, Ltd.	GLOBAL COMM	Taiwan		136766	16 Jan 2001	38	Registered
CellStar, Ltd.	GLOBAL COMM	Taiwan		133862	1 Dec 2000	42	Registered
CellStar, Ltd.	i • joy	Taiwan	093054311	1175304	1 Oct 2005	9	Registered
CellStar, Ltd.	IJOY	Taiwan	94-21793	1189174	1 Jan 2006	9	Registered
CellStar, Ltd.	ORDERSTAR	Taiwan	90-41965	174220	16 Dec 2002	35	Registered
CellStar, Ltd.	全球通	Taiwan		930452	16 Feb 2001	9	Registered
CellStar, Ltd.	全球通	Taiwan		973683	1 Dec 2001	9	Registered
CellStar, Ltd.	全球通	Taiwan		175608	16 Jan 2003	35	Registered
CellStar, Ltd.	全球通	Taiwan		163835	16 May 2002	36	Registered
CellStar, Ltd.	全球通	Taiwan		128517	1 Sep 2000	42	Registered
CellStar, Ltd.	奧斯達 (AO SI DA)	Taiwan		192428	1 Dec 2003	35	Registered
CellStar, Ltd.	施樂事達	Taiwan		954631	16 Aug 2001	9	Registered
CellStar, Ltd.	施樂事達	Taiwan		1054048	16 Aug 2003	16	Registered
CellStar, Ltd.	施樂事達	Taiwan		S109947	1 Jun 1999	35	Registered
CellStar, Ltd.	施樂事達	Taiwan		99084	16 Mar 1998	35	Registered
CellStar, Ltd.	施樂事達	Taiwan		144182	16 Jun 2001	36	Registered

CellStar, Ltd.	施樂事達	Taiwan		139488	1 Mar 2001	37	Registered
CellStar, Ltd.	施樂事達	Taiwan		150566	16 Oct 2001	38	Registered
CellStar, Ltd.	施樂事達	Taiwan		145824	16 Jul 2001	39	Registered
CellStar, Ltd.	施樂事達	Taiwan		138991	16 Feb 2001	42	Registered
CellStar, Ltd.	灵 and design	Taiwan		1024920	1 Dec 2002	9	Registered
CellStar, Ltd.	灵 and design	Taiwan		1024921	1 Dec 2002	9	Registered
CellStar, Ltd.	灵 and design	Taiwan		1024922	1 Dec 2002	9	Registered
CellStar, Ltd.	灵 and design	Taiwan		1020563	1 Dec 2002	9	Registered
CellStar, Ltd.	灵机移動 and device	Taiwan		1020532	1 Nov 2002	9	Registered
CellStar, Ltd.	灵机移動 and device	Taiwan		1024912	1 Dec 2002	9	Registered
CellStar, Ltd.	灵机移動 and device	Taiwan		1024913	1 Dec 2002	9	Registered
CellStar, Ltd.	灵机移動 and device	Taiwan		1024914	1 Dec 2002	9	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39783	1,057,440	16 Sep 2003	9	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39784	1054047	16 Aug 2003	16	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39785	189457	1 Nov 2003	35	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39786	187028	16 Sep 2003	36	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39787	184083	16 Jul 2003	37	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39788	187689	1 Oct 2003	38	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39789	184250	16 Jul 2003	39	Registered
CellStar, Ltd.	蜂星	Taiwan	91-39790	189139	1 Nov 2003	42	Registered
Tangiers							
CellStar, Ltd.	CELLSTAR	Tangiers	13409	13409	16 Apr 1998	9,35,36,38,42	Registered
Tanzania							
CellStar, Ltd.	CELLSTAR	Tanzania	000721	26092	16 Jun 1999	9	Registered
CellStar, Ltd.	CELLSTAR	Tanzania	721	26092	17 Aug 1998	38	Registered
Thailand							
CellStar Ltd.	J • Joy	Thailand	590370			9	Pending

CellStar, Ltd.	CELLSTAR (stylized)	Thailand	276,536	118,409	31 Aug 2000	9	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	361,519	SM12406	3 Jun 1998	35	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	361,520	SM9952	3 Jun 1998	36	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	361,521	SM12405	3 Jun 1998	37	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	361,522	SM12404	3 Jun 1998	38	Registered
CellStar, Ltd.	CELLSTAR (stylized)	Thailand	361,523	SM12403	3 Jun 1998	39	Registered
CellStar, Ltd.	IJOY	Thailand	590369			9	Pending
Tunisia							
CellStar, Ltd.	CELLSTAR	Tunisia		EE98.0589	17 Apr 1998	9,35,38	Registered
Turkey							
CellStar, Ltd.	CELLSTAR	Turkey	1998/2800	1998002800	10 Mar 1998	9	Registered
CellStar, Ltd.	CELLSTAR	Turkey	98/3133	199769	16 Mar 1998	35,36,37,38	Registered
Uganda							
CellStar, Ltd.	CELLSTAR	Uganda	21771	21771	12 Aug 1998	9	Registered
Ukraine							
CellStar, Ltd.	CELLSTAR	Ukraine	65349713	28382	6 Mar 1998		Registered
United Arab Emirates							
CellStar, Ltd.	CELLSTAR	United Arab Emirates	10680	9512	9 Mar 1997	9	Registered
CellStar, Ltd.	CELLSTAR	United Arab Emirates	10681	9527	9 Mar 1997	38	Registered
CellStar, Ltd.	CELLSTAR	United Arab Emirates	10682	9528	9 Mar 1997	42	Registered
United Kingdom							
CellStar, Ltd.	CELLSTAR	United Kingdom		2011720	16 Feb 1996	0,38	Registered
CellStar, Ltd.	CELLULAR EXPRESS (and design)	United Kingdom	2,018,225	2,018,225	1 Mar 1996	9,38	Registered
United States of America							
CellStar, Ltd.	AOS ON-LINE	United States of America	75622176	2675816	21 Jan 2003	35	Registered
CellStar, Ltd.	CELLSTAR	United States of America	74354588	1835240	10 May 1994	9	Registered

CellStar, Ltd.	CELLSTAR	United States of America	75399597	2275537	7 Sep 1999	9,35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	United States of America	74651394	1976263	28 May 1996	9,38,42	Registered
CellStar, Ltd.	CELLSTAR (stylized)	United States of America	75534071	2533227	29 Jan 2002	35,36,37,38,42	Registered
CellStar, Ltd.	CELLSTAR (with globe logo)	United States of America	74489103	1896626	30 May 1995	42	Registered
CellStar, Ltd.	CELLSTAR (with globe logo)	United States of America	75541329	2603277	6 Aug 2002	35,38	Registered
CellStar, Ltd.	CELLSTAR ADVANCED ORDER SYSTEM (stylized)	United States of America	75622175	2318993	15 Feb 2000	35	Registered
CellStar, Ltd.	CELLSTAR NET XTREME	United States of America	75467264	2582573	18 Jun 2002	35	Registered
CellStar, Ltd.	ETELL (stylized)	United States of America	76418336	2755539	26 Aug 2003	9	Registered
CellStar, Ltd.	iJOY	United States of America	78517937			9	Pending
CellStar, Ltd.	INFINITRAX	United States of America	78222574	2888948	28 Sep 2004	35	Registered
CellStar, Ltd.	NETXTREME	United States of America	78557202			35,37,38	Pending
CellStar, Ltd.	OMNIGISTICS	United States of America	78364226	2,994,534	13 Sep 2005	35,37,38,39	Registered
CellStar, Ltd.	OMNIGISTICS	United States of America	78607320			35	Pending
CellStar, Ltd.	ORDERSTAR	United States of America	78058543	2599835	23 Jul 2002	35	Registered
CellStar, Ltd.	ORDERSTAR	United States of America	78269575	2851014	8 Jun 2004	35	Registered
CellStar, Ltd.	ORDERSTAR	United States of America	78269587	2891289	5 Oct 2004	35	Registered
CellStar, Ltd.	ORDERSTAR LOGO	United States of America	78123599	2688804	18 Feb 2003	35	Registered
CellStar, Ltd.	PUZZLE STAR LOGO	United States of America	78123579	2756124	26 Aug 2003	35,38	Registered
Uruguay							
CellStar, Ltd.	CELLSTAR	Uruguay	279,888	279,888	29 Apr 1997	9,38,42	Registered
CellStar, Ltd.	CELULAR EXPRESS	Uruguay	322637			9,35,38	Pending

Venezuela							
CellStar, Ltd.	AOS ON-LINE	Venezuela	13607-00	13607-00	28 Jun 2002	35	Registered
CellStar, Ltd.	CELLSTAR Advanced Order System (stylized)	Venezuela	10069-00			35	Pending
CellStar, Ltd.	CELLULAR EXPRESS	Venezuela	2192-02			9	Pending
CellStar, Ltd.	NEXTREME	Venezuela	13608-00	13608-00	28 Jun 2002	39	Registered
Vietnam							
CellStar, Ltd.	CELLSTAR	Vietnam	16487	13868	22 Oct 1994	9	Registered
CellStar, Ltd.	CELLSTAR	Vietnam	36202	30188	16 Mar 1999	42	Registered
CellStar, Ltd.	CELLSTAR	Vietnam	N981568	31793	12 Aug 1999	9,35,36,37,38,39,42	Registered
WIPO							
Cellstar Ltd.	IJOY	WIPO	A0001479			9	Pending
Zanzibar							
CellStar, Ltd.	CELLSTAR	Zanzibar	241/98	139/98	24 Jul 1998	38	Registered
CellStar, Ltd.	CELLSTAR	Zanzibar	242/98	140/98	24 Jul 1998	35	Registered
CellStar, Ltd.	CELLSTAR	Zanzibar	243/98	141/98	24 Jul 1998	9	Registered

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SCHEDULE 2

Patents

Patent Records By Owner

Title	Owner	Country	Filing Date	Serial No.	Status	Agent
Type Of Patent	Client	File Reference	Issue Date	Issue No.	Sub Status	Expiry Date
4PL System and Method						
4PL System and Method	CellStar, Ltd.	United States of America	13 Jan 2006	11/306,889	Pending	
Utility		CEL-143				
Customer Controlled Inventory Access						
Customer Controlled Inventory Access	CellStar, Ltd.	United States of America	30 Jun 2001	09/681968	Pending	
Utility		CEL-97A				
Distribution Channel Management for Products and Services						
Distribution Channel Management for Products and Services	CellStar, Ltd.	United States of America	8 Jan 2003	10/338,323	Pending	
Utility		CEL-123A				
Distribution Channel Management for Wireless Devices and Services						
Distribution Channel Management for Wireless Devices and Services	CellStar, Ltd.	United States of America	8 Jan 2003	10/338,345	Pending	
Utility		CEL-123				
Multi-phone Programming Application						
Multi-phone Programming Application	CellStar, Ltd.	United States of America	19 Mar 2004	10/708,726	Pending	
Utility		CEL-128				
Multi-phone Programming Application	CellStar, Ltd.	United States of America			Not Yet Filed	
Utility		CEL-128A				
CUSTOMER-CONTROLLED INVENTORY ACCESS						
CUSTOMER-CONTROLLED INVENTORY ACCESS	CellStar, Ltd.	United States of America	20 Aug 2005	60/595965	Pending	
Provisional	CellStar, Ltd.	CEL-164				20 Aug 2006
UNITIZED PACKAGE ASSEMBLY						
UNITIZED PACKAGE ASSEMBLY	CellStar, Ltd.	United States of America	30 Nov 1995	08/565,159	Granted	
Utility	CellStar, Ltd.	CEL-42	23 Dec 1997	5,699,913		30 Nov 2015

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SCHEDULE 3

Copyrights

CELLSTAR, LTD. US COPYRIGHTS			
WORK TITLE	Copyright No.	Registration Date	Expiration Date
ACCESSORY PERFORMANCE PACK BOX WITH HANDLE	VA 725-904	5/19/95	May 20, 2069

SCHEDULE 4

Licenses

ANNEX 1

FORM OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT

Supplement No. __ (this "Supplement") dated as of _____, 200[] to that certain Intellectual Property Security Agreement dated as of _____, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), by and among **CELLSTAR CORPORATION**, a Delaware corporation (the "Parent"), and certain of its Subsidiaries signatory thereto and those additional Subsidiaries that hereafter become parties hereto by executing this Annex 1 (each a "Pledgor;" and together with the Parent, collectively, the "Pledgors"), and **CAPITALSOURCE FINANCE LLC**, as administrative agent (the "Agent") on behalf of the Lender Group (as defined in the Intellectual Property Security Agreement),

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of _____, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Parent and the Subsidiaries signatory thereto (each a "Borrower" and together with the Parent, collectively, the "Borrowers"), the Lenders and Agent, the Lender Group has agreed to make certain loans and other financial accommodations to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, each New Pledgor has become a "Borrower" pursuant to the Loan Agreement and the other Loan Documents; and

WHEREAS, pursuant to Paragraph 25 of the Intellectual Property Security Agreement, any Domestic Subsidiary thereafter acquired or formed is required to execute and deliver to the Agent the grant of a security interest in such Domestic Subsidiary's intellectual property, and the same may be accomplished by execution and delivery of this Annex 1 in favor of the Agent for the benefit of the Lender Group;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Intellectual Property Security Agreement, the Loan Agreement or Loan Documents, respectively, and also agree as follows:

SECTION 1. In accordance with Paragraph 25 of the Intellectual Property Security Agreement, the New Pledgor, by its signature below, becomes a 'Pledgor' under the Intellectual Property Security Agreement with the same force and effect as if

originally names therein as a Pledgor and the New Pledgor hereby (a) agrees to all of the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Pledgor thereunder, and (b) represents and warrants that the representations and warranties made by it as a Pledgor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Pledgor, as security for the payment and performance in full of such respective Pledgor's obligations (in accordance with the Intellectual Property Security Agreement), does hereby grant and assign to the Agent, for the benefit of the Lender Group, and their respective successors and assigns, a continuing security interest in and security title to all of the Trademarks, Patents, Copyrights, and Licenses, together with all other security as more fully described in the Intellectual Property Security Agreement. Schedule 1(a), "Trademarks," Schedule 2(a), "Patents," Schedule 3(a), "Copyrights" and Schedule 4(a), "Licenses," attached hereto supplement Schedule 1, Schedule 2, Schedule 3 and Schedule 4 to the Intellectual Property Security Agreement and shall be deemed a part thereof for all purposes. Each reference to a Pledgor in the Intellectual Property Security Agreement shall be deemed to include the New Pledgor. The Intellectual Property Security Agreement is incorporated herein by reference.

SECTION 2. The New Pledgor represents and warrants to the Agent and to each other member of the Lender Group that this Supplement has been duly executed and delivered by the New Pledgor and constitutes its legal, valid and binding obligation, enforceable against such New Pledgor in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

SECTION 3. This Supplement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together (including any counterpart delivered by facsimile) constitute but one and the same instrument. In proving this Supplement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought.

SECTION 4. Except as expressly supplemented hereby, the Intellectual Property Agreement shall remain in full force and effect.

SECTION 5. This Supplement shall be construed and interpreted in accordance with the internal laws of the State of New York applicable to agreements to be made and performed in the State of New York.

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IN WITNESS WHEREOF, the New Pledgor and the Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

NEW PLEDGOR:

[Name of New Pledgor]

Sworn to and subscribed
before me this ____ day
of _____, 200[]

By: _____
Name: _____
Title: _____

NOTARY PUBLIC
My Commission Expires:

AGENT:

CAPITALSOURCE FINANCE LLC,
a California corporation

Sworn to and subscribed
before me this ____ day
of _____, 200[]

By: _____
Title: _____

NOTARY PUBLIC
My Commission Expires:

SCHEDULE 1(a)

Current Trademarks and Trademark Applications of New Pledgor

<u>PLEDGOR</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO. OR REGISTRATION NO.</u>	<u>APP/REG DATE</u>

Trade Names
(listed according to applicable New Pledgor)

Trademarks Not Currently In Use
(listed according to applicable New Pledgor)

SCHEDULE 2(a)

Patents of New Pledgor

<u>PLEDGOR</u>	<u>COUNTRY</u>	<u>PATENT NAME</u>	<u>NUMBER</u>	<u>ISSUE DATE</u>

Patent Applications

(listed according to applicable New Pledgor)

SCHEDULE 3(a)

Copyrights of New Pledgor
(LISTED ACCORDING TO APPLICABLE NEW PLEDGOR)

SCHEDULE 4(a)

Licenses of New Pledgor
(LISTED ACCORDING TO APPLICABLE NEW PLEDGOR)