

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
Cleartel Communications, Inc.		10/13/2006	CORPORATION: DELAWARE
IDS Telcom Corp.		10/13/2006	CORPORATION: DELAWARE
Now Communications, Inc.		10/13/2006	CORPORATION: DELAWARE
nii communications, Ltd.		10/13/2006	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Textron Financial Corporation
Street Address:	11575 Great Oaks Way, Suite 210
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1576852	CLEARTEL
Registration Number:	2671745	IDS TELCOM
Registration Number:	3149039	SIMPLE BUSINESS
Registration Number:	2877777	SIMPLE BUSINESS
Registration Number:	2696224	NII COMMUNICATIONS
Registration Number:	2698241	NII COMMUNICATIONS
Registration Number:	2696225	TELECOMMUNICATIONS THAT MAKES SENSE
Registration Number:	2896678	NII
Registration Number:	2814790	NII

CORRESPONDENCE DATA

900061143

**TRADEMARK
 REEL: 003416 FRAME: 0760**

CH \$240.00 1576852

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-420-5527
Email: rbirdwell@phrd.com
Correspondent Name: Rhonda J. Birdwell, Paralegal -- PHR&D
Address Line 1: 285 Peachtree Center Avenue
Address Line 2: 1500 Marquis Two Tower
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3123-18 CLEARTEL
NAME OF SUBMITTER:	Douglas A. Nail
Signature:	/dan/
Date:	10/26/2006

Total Attachments: 16

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PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 13th day of October, 2006, among **CLEARTEL COMMUNICATIONS, INC.**, a Delaware corporation ("CCI"), **CLEARTEL TELECOMMUNICATIONS, INC.**, a Delaware corporation ("Cleartel Telecom"), **CLEARTEL TELECOMMUNICATIONS OF VIRGINIA, INC.**, a Virginia corporation ("Cleartel Telecom (VA)"), **IDS TELCOM CORP.**, a Delaware corporation ("IDS Telecom"), **NOW COMMUNICATIONS, INC.**, a Delaware corporation ("Now Communications"), **SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS ACQUISITION CORP.**, a Delaware corporation ("Supra"), **PRIME COMMUNICATION SYSTEMS, INCORPORATED**, a New York corporation ("Prime Systems"), **TELECON COMMUNICATIONS CORP.**, a New York corporation ("Telecon"), **IH NII ACQUISITION, LLC**, a Delaware limited liability company ("NII Acquisition"), **NII COMMUNICATIONS GP, LLC**, a Texas limited liability company ("NII GP"), **NII COMMUNICATIONS, LTD.**, a Texas limited partnership, ("NII Communications"; each of CCI, Cleartel Telecom, Cleartel Telecom (VA), IDS Telecom, Now Communications, Supra, Prime Systems, Telecon, NII Acquisition, NII GP and NII Communications hereafter referred to as a "Debtor", and collectively, as the "Debtors") and **TEXTRON FINANCIAL CORPORATION**, a Delaware corporation ("Secured Party"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as such term is defined below).

RECITALS

A. Debtors and Secured Party have entered into that certain Loan and Security Agreement dated the date hereof, pursuant to which Secured Party has agreed to extend credit to Debtors in the maximum amount of \$20,000,000 (as amended, restated, modified and supplemented from time to time, the "Loan Agreement").

B. In order to induce Secured Party to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition thereto, Debtors are required to execute and deliver to Secured Party this Agreement and pursuant hereto to assign and grant to Secured Party a security interest in and to all of Debtors' right, title, and interest in and to the Proprietary Rights (other than the Excluded Property), including, without limitation: (i) the copyrights listed on Schedule A ("Copyrights"), (ii) the patents listed on Schedule A ("Patents"), (iii) the trademarks listed on Schedule A and goodwill related thereto (the "Trademarks") and (iv) any other intellectual property of Debtors ("Other Assets"), including without limitation, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under any and all of the foregoing, and (v) proceeds and products thereof (all of the foregoing collectively and individually referred to as the "Intellectual Property Collateral"). Any such Intellectual Property Collateral is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

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

1. As collateral security for the prompt and punctual payment and performance of the Obligations by Debtors and for the prompt performance by Debtors of their obligations and undertakings under this Agreement, Debtors hereby grant to Secured Party, and its successors and assigns, a security interest in all of the Intellectual Property Collateral, whether now owned or hereafter acquired by Debtors, and hereby grant, pledge and hypothecate such Intellectual Property Collateral to Secured Party.

2. Debtors covenant, warrant and represent that:

(a) Set forth on Schedule A attached hereto is a true and complete list of all of each Debtor's owned and registered Intellectual Property Collateral as of the Closing Date.

(b) Each Debtor is the sole and exclusive owner of all of the Intellectual Property Collateral listed on Schedule A and applicable to such Debtor, free and clear of all liens and encumbrances, except for the security interest created by this Agreement and the other Loan Documents and except for other Permitted Liens. Debtors will defend the right, title and interest in and to the Intellectual Property Collateral against any and all claims of any third parties other than the holders of Permitted Liens and licensees in the ordinary course of the Debtors' business.

(c) To each Debtor's knowledge, all of the material Intellectual Property Collateral set forth on Schedule A is subsisting and, as of the Closing Date, none of such Intellectual Property Collateral has been adjudged invalid or unenforceable, in whole or in part, and no Debtor has received any claim by any third party that any such Intellectual Property Collateral is invalid or unenforceable.

(d) Each Debtor has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in connection with the products or services sold under the material Trademarks or utilizing any material Patents, Copyrights, or Other Assets.

(e) Each Debtor shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of the material Intellectual Property Collateral, including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to any material Intellectual Property Collateral.

(f) If Secured Party deems it necessary to perfect Secured Party's interest in the Intellectual Property Collateral conveyed hereunder, Debtors shall cause this Agreement to be properly recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable, and, except for these filings and the filing of

appropriate UCC financing statements, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America is required either (i) for the grant by Debtors of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Debtors or (ii) for the perfection or the exercise by Secured Party of its rights and remedies hereunder.

(g) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtors with respect to any of the Intellectual Property Collateral is accurate and complete in all material respects.

3. Debtors hereby grant to Secured Party and its employees, representatives and agents the right to visit during regular business hours any of Debtors' facilities in which any products utilizing any of the Intellectual Property Collateral are sold or stored, and to inspect the products and quality control records relating thereto, provided that Secured Party shall not interfere with the daily operations of Debtors. Debtors shall do any and all acts required by Secured Party to ensure Debtors' compliance with Section 2(e).

4. Debtors agree that, until all of the Obligations (other than contingent Obligations for which no claim has been asserted) of Debtors under the Loan Documents shall have been satisfied in full or cash collateralized (to the extent required or permitted under the Loan Agreement) and Secured Party is required pursuant to the terms of the Loan Agreement to terminate its Security Interest in the Collateral, no Debtor will sell, assign, transfer, sub-license any of its rights or interests in the Intellectual Property Collateral (other than disposals or abandonments of non-material Intellectual Property Collateral that are not violative of Section 7.2 of the Loan Agreement) or under this Agreement, or enter into any other agreement which is inconsistent with such Debtor's obligations hereunder, without the prior written consent of Secured Party.

5. If, before the Obligations (other than contingent Obligations for which no claim has been asserted) of the Debtors shall have been satisfied in full or cash collateralized (to the extent required or permitted under the Loan Agreement) and Secured Party is required pursuant to the terms of the Loan Agreement to terminate its Security Interest in the Collateral, any Debtor shall obtain ownership rights to any new registered Copyrights, Patents, Trademarks or Other Assets not listed in Schedule A, the provisions of this Agreement shall automatically apply thereto and the Debtor acquiring such Intellectual Property Collateral shall give Secured Party prompt written notice thereof.

6. Debtors authorize Secured Party to modify this Agreement by amending Schedule A to include any such new Copyrights, Patents, Trademarks or Other Assets without the necessity of Debtors' approval of or signature to such amendment, and, except as otherwise provided herein, each Debtor shall do all such other acts (at its own expense) deemed reasonably necessary or appropriate by Secured Party to implement or preserve Secured Party's interests therein. All representations and warranties of Debtors set forth herein shall be deemed to be

restated by Debtors as of the date of any such amendment of or supplement to Schedule A with full force and effect as though made on such date.

7. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtors, all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon all or from time to time any part of the Intellectual Property Collateral, or any interest which Debtors may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all reasonable out-of-pocket expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations of Debtors. Any remainder of the proceeds after payment in full of the Obligations of Debtors shall be paid over to Debtors. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Debtors at least ten (10) days before the time of any intended public or private sale or other disposition thereof is to be made, which Debtors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of Debtors, which right is hereby waived and released.

8. Subject to the terms of the Loan Agreement, at such time as Debtors shall completely satisfy or cash collateralize (to the extent required or permitted under the Loan Agreement) all of the Obligations (other than contingent Obligations for which no claim has been asserted) and Secured Party shall be required pursuant to the terms of the Loan Agreement to terminate its Security Interest in the Collateral, this Agreement shall terminate and Secured Party shall execute and deliver to Debtors all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may be necessary or proper to release Secured Party's security interest in and/or re-vest in Debtors full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all reasonable out-of-pocket costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any part of the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Debtors on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations pursuant to, and shall bear interest as set forth in, the Loan Agreement.

10. Debtors shall have the duty, through counsel (which counsel shall be reasonably acceptable to Secured Party after the occurrence and during the continuance of an Event of Default under the Loan Agreement), to prosecute diligently any applications related to any material Intellectual Property Collateral pending as of the date of this Agreement or thereafter until the Obligations (other than contingent Obligations (other than Letters of Credit) for which no claim has been asserted) of the Debtors shall have been paid in full or cash collateralized (to the extent required or permitted under the Loan Agreement) and Secured Party is required pursuant to the terms of the Loan Agreement to terminate its Security Interest in the Collateral, and to make federal application on registrable but unregistered Trademarks, Copyrights or Patents in the exercise of the reasonable business judgment of Debtors. Any expenses incurred in connection therewith shall be borne by Debtors. Debtors shall not abandon or dedicate to the public any of the material Intellectual Property Collateral, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the material Intellectual Property Collateral or loss of or adverse effect on any rights in any part of the material Intellectual Property Collateral, without the consent of Secured Party, which consent shall not be unreasonably withheld.

11. Debtors shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in their own names to enforce or protect any part of the Intellectual Property Collateral, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Debtors shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this Section 11 in a manner consistent with the Loan Agreement.

12. In the event of the occurrence and during the continuance of an Event of Default under the Loan Agreement, Debtors hereby authorize and empower Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Debtors' true and lawful attorney-in-fact, with the power to endorse any Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use any of the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else consistent with the terms hereof. Debtors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until this Agreement shall terminate pursuant to the terms herein.

13. If Debtors fail to comply with any of its obligations hereunder, Secured Party may do so in any Debtor's name or in Secured Party's name, but at Debtors' expense, and Debtors hereby agree to reimburse Secured Party in full for all reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

14. This Agreement is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection

herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely effect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Debtors with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Debtors) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents.

15. No course of dealing between any Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

18. 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 thereof, 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.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

21. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York, without reference to applicable conflict of law principles.

22. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile signatures of this Agreement shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

DEBTORS:

CLEARTEL COMMUNICATIONS, INC.

By: _____

Name: **Kenneth G. Baritz**

Title: President and Chief Executive Officer

Address: 2855 S. Congress Avenue

Delray Beach, Florida 33445

Attention: Mr. Kenneth G. Baritz

Facsimile: (866) 419-1583

CLEARTEL TELECOMMUNICATIONS, INC.

By: _____

Name: **Kenneth G. Baritz**

Title: President and Chief Executive Officer

Address: 2855 S. Congress Avenue

Delray Beach, Florida 33445

Attention: Mr. Kenneth G. Baritz

Facsimile: (866) 419-1583

CLEARTEL TELECOMMUNICATIONS OF VIRGINIA, INC.

By: _____

Name: **Kenneth G. Baritz**

Title: President and Chief Executive Officer

Address: 2855 S. Congress Avenue


Delray Beach, Florida 33445

Attention: Mr. Kenneth G. Baritz


Facsimile: (866) 419-1583

[Signatures continue on following page.]


IDS TELCOM CORP.

By: 
Name: **Kenneth G. Baritz**
Title: President and Chief Executive Officer
Address: 2855 S. Congress Avenue
Delray Beach, Florida 33445
Attention: Mr. Kenneth G. Baritz
Facsimile: (866) 419-1583

NOW COMMUNICATIONS, INC.

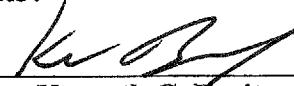
By: 
Name: **Kenneth G. Baritz**
Title: President and Chief Executive Officer
Address: 2855 S. Congress Avenue
Delray Beach, Florida 33445
Attention: Mr. Kenneth G. Baritz
Facsimile: (866) 419-1583

**PRIME COMMUNICATION SYSTEMS,
INCORPORATED**

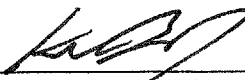
By: 
Name: **Kenneth G. Baritz**
Title: President and Chief Executive Officer
Address: 2855 S. Congress Avenue
Delray Beach, Florida 33445
Attention: Mr. Kenneth G. Baritz
Facsimile: (866) 419-1583

[Signatures continue on following page.]

**SUPRA TELECOMMUNICATIONS AND
INFORMATIONS SYSTEMS ACQUISITION
CORP.**

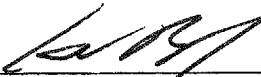
By: 
Name: **Kenneth G. Baritz**
Title: President and Chief Executive Officer
Address: 2855 S. Congress Avenue
Delray Beach, Florida 33445
Attention: Mr. Kenneth G. Baritz
Facsimile: (866) 419-1583

TELECON COMMUNICATIONS CORP.

By: 
Name: **Kenneth G. Baritz**
Title: President and Chief Executive Officer
Address: 2855 S. Congress Avenue
Delray Beach, Florida 33445
Attention: Mr. Kenneth G. Baritz
Facsimile: (866) 419-1583


IH NII ACQUISITION, LLC

By: **CLEARTEL COMMUNICATIONS, INC.**
Its: Sole Member

By: 
Name: **Kenneth G. Baritz**
Title: President and Chief Executive Officer
Address: 2855 S. Congress Avenue
Delray Beach, Florida 33445
Attention: Mr. Kenneth G. Baritz
Facsimile: (866) 419-1583

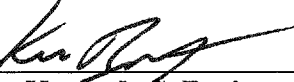
[Signatures continue on following page.]

NII COMMUNICATIONS GP, LLC

By: 
Name: **Kenneth G. Baritz**
Title: President and Chief Executive Officer
Address: 2855 S. Congress Avenue
Delray Beach, Florida 33445
Attention: Mr. Kenneth G. Baritz
Facsimile: (866) 419-1583

NII COMMUNICATIONS, LTD.

By: **NII COMMUNICATIONS GP, LLC**
Its: General Partner

By: 
Name: **Kenneth G. Baritz**
Title: President and Chief Executive Officer
Address: 2855 S. Congress Avenue
Delray Beach, Florida 33445
Attention: Mr. Kenneth G. Baritz
Facsimile: (866) 419-1583

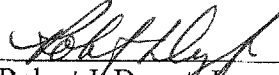
With a copy to:

MCG Capital Corporation
1100 Wilson Boulevard, Suite 3000
Arlington, Virginia 22209
Attention: Investment Administration and Legal
Affairs
Facsimile: (703) 247-7545

[Signatures continue on following page.]

SECURED PARTY:

TEXTRON FINANCIAL CORPORATION

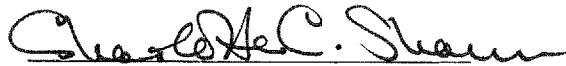
By: 
Name: Robert J. Dysart, Jr.
Title: Senior Account Executive
Address: 11575 Great Oaks Way, Suite 210
Alpharetta, GA 30022
Attention: SVP - Business Credit
Portfolio Mgmt
Facsimile: (770) 360-1672

With a copy to:

Gloria A. Fazzolari, Esq.
Textron Financial Corporation
11575 Great Oaks Way
Suite 210
Alpharetta, GA 30022
Facsimile: (770) 360-1458

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this 13th day of October, 2006, personally appeared **Kenneth G. Baritz** to me known personally, and who, being by me duly sworn, deposes and says that he/she is the President of **Cleartel Communications, Inc., Cleartel Telecommunications, Inc., Cleartel Telecommunications of Virginia, Inc., IDS Telcom Corp., Now Communications, Inc., Prime Communication Systems, Incorporated, Supra Telecommunications and Information Systems Acquisition Corp., Telecon Communications Corp., and nii communications gp, LLC**, the President of the general partner of **NII Communications, Ltd.**, and the President of the sole member of **IH NII Acquisition, LLC**, and that said instrument was signed and sealed on behalf of each said entity by authority of each such entity's Board of Directors, members or managers or general partner, as applicable, and said President acknowledged said instrument to be the free act and deed of each said entity.



Notary Public

My Commission Expires:



Charlotte C Shann

My Commission DD222400

Expires July 06, 2007

SCHEDULE A

Intellectual Property Collateral

TRADEMARKS

<u>Trademark/Service Mark</u>	<u>Country</u>	<u>Registration No./ Serial No.</u>	<u>Registration/ Filing Date</u>	<u>Owner</u>
Cleartel	USA	1576852	1/9/1990	Cleartel Communications, Inc.
IDS Telecom	USA	2671745	1/7/2003	IDS Telecom Corp.
NOW	USA	Common Law		Now Communications, Inc.
Simple Business	USA	3149039	9/26/06	nii communications, Ltd.
Simple Business	USA	2877777	8/24/2004	nii communications, Ltd.
nii communications	USA	2696224	3/11/2003	nii communications, Ltd.
nii communications	USA	2698241	3/18/2003	nii communications, Ltd.
Telecommunications that makes sense	USA	2696225	3/11/2003	nii communications, Ltd.
nii	USA	2896678	10/26/2004	nii communications, Ltd.
nii	USA	2814790	2/17/2004	nii communications, Ltd.
Supra Telecom	USA	2793912	12/16/2003	Supra Telecommunications and Information Systems, Inc.
Distinctone	USA	2761295	9/9/2003	Supra Telecommunications

TRADEMARK

<u>Trademark/Service Mark</u>	<u>Country</u>	<u>Registration No./ Serial No.</u>	<u>Registration/ Filing Date</u>	<u>Owner</u>
Supra Executive Cent	USA	2734479	7/8/2003	and Information Systems, Inc. Supra Telecommunications and Information Systems, Inc.
Save Your Money ... Don't Give it Away!	USA	2758504	9/2/2003	Supra Telecommunications and Information Systems, Inc.
Supracents	USA	2736380	7/15/2003	Supra Telecommunications and Information Systems, Inc.
Total Solution	USA	2734518	7/8/2003	Supra Telecommunications and Information Systems, Inc.
Total Solution Plus	USA	2734660	7/8/2003	Supra Telecommunications and Information Systems, Inc.
At Supra Telecom, We Mean Business	USA	2804518	1/13/2004	Supra Telecommunications and Information Systems, Inc.
Suprasaver	USA	2881152	9/7/2004	Supra Telecommunications and Information Systems, Inc.
Supra Telecom	USA	2733934	7/8/2003	Supra Telecommunications and Information Systems, Inc.
Easytalk	USA	78-773599	12/14/05	Supra Telecommunications and Information Systems, Inc.
Easy Voice Mail	USA	78-773,646	12/14/2005	Supra Telecommunications

TRADEMARK

<u>Trademark/Service Mark</u>	<u>Country</u>	<u>Registration No./ Serial No.</u>	<u>Registration/ Filing Date</u>	<u>Owner</u>
Easy Mobil	USA	78-773,640	12/14/2005	Supra Telecommunications and Information Systems, Inc.
Easy Lata	USA	78-773,633	12/14/2005	Supra Telecommunications and Information Systems, Inc.
Easy Talk Deluxe	USA	78-773,621	12/14/2005	Supra Telecommunications and Information Systems, Inc.
Mi Mundo Calling Card and Design	USA	76-653,958	1/26/2006	Supra Telecommunications and Information Systems, Inc.
Wave DSL and Design	USA	76-640,332	6/6/2005	Supra Telecommunications and Information Systems, Inc.
Wave-Connect and Design	USA	76-640,331	6/6/2005	Supra Telecommunications and Information Systems, Inc.
Supra Telecom and Design	USA	76-640,330	6/6/2005	Supra Telecommunications and Information Systems, Inc.
Supra Telecom	United Kingdom	2291019		Supra Telecommunications and Information Systems, Inc.

TRADEMARK

REEL: 003416 FRAME: 0776

PATENTS

<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration/ Filing Date</u>	<u>Expiration Date</u>	<u>Owner</u>

None.

TRADENAMES

Essex Telecommunications, Veranet Solutions, Cleartel Communications, Now Communications, Access Two Communications, BusinessOnline.com, Cleartel Telecommunications, VeraNet, Now Telecommunications, IDS Telecom Corp. of Delaware, Now Communications, Inc. of Delaware, Ascent Networking, Cyberzone, Inforboard and Telesupport, BestWebnii communications, L.P., nii communications, ltd., L.P., nii communications, Limited Partnership, Network Intelligence and Nii Communications

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