

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Oblio Telecom, Inc. | | 12/29/2006 | CORPORATION: DELAWARE |

| | |
|-----------------------------|-------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | Greystone Business Credit II LLC |
| Street Address: | 152 West 57th Street |
| Internal Address: | 60th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------|
| Registration Number: | 2254375 | TCC |
| Registration Number: | 2360748 | TELERUMBA |
| Registration Number: | 2604355 | PICANTE |
| Registration Number: | 2634845 | IDA Y VUELTA |
| Registration Number: | 2710727 | OBLIO TELECOM |
| Registration Number: | 2728573 | YADA YADA YADA! |
| Registration Number: | 2768827 | EZ-CELL |
| Registration Number: | 2797180 | SMART ASIA |
| Registration Number: | 2804414 | REAL TIME |
| Registration Number: | 2901387 | MY PINLESS |
| Serial Number: | 78434521 | 24/7 |
| Serial Number: | 78461006 | PICANTE |
| Serial Number: | 78873165 | PICOSA |

OP \$390.00 2254375

| | | |
|----------------------|---------|--------|
| Registration Number: | 3133130 | SOLO |
| Registration Number: | 2802973 | BRAVO! |

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergekohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 5734.016 |
| NAME OF SUBMITTER: | Nancy Brougher |
| Signature: | /njb/ |
| Date: | 01/17/2007 |

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**") is made this 29th day of December, 2006, between OBLIO TELECOM, INC., a Delaware corporation (the "Assignor"), in favor of GREYSTONE BUSINESS CREDIT II LLC, a Delaware limited liability company (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan and Security Agreement**") among Assignor, Titan Global Holdings, Inc., a Utah corporation, Titan PCB West, Inc., a Delaware corporation, Titan PCB East, Inc., a Delaware corporation, Titan Wireless Communications, Inc., a Delaware corporation, Start Talk Inc., a Delaware corporation, and Pinless, Inc., a Texas corporation (each individually a "**Borrower**", and, collectively, "**Borrowers**") and Lender, Lender is willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to Section 3.3 of Loan and Security Agreement, each Borrower is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the full payment and performance of all of the Obligations, Assignor hereby grants to Lender a continuing first priority security interest in all of such Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) (i) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, throughout the world 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 Assignor's business symbolized by the foregoing and connected therewith, and (E) all of Assignor's rights corresponding thereto (the "**Trademarks**"), including, without limitation, those Trademarks filed with the United States Patent and Trademark Office, as set forth on Schedule A hereto, and (ii) any rights under or interest in any Trademark, and the right to use

the foregoing in connection with the enforcement of Lender's rights under the Loan Documents, including, without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by Assignor and now or hereafter covered by such licenses (the "**Trademark Licenses**") to which it is a party, including those referred to on Schedule A hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan and Security Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

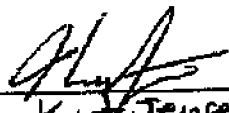
4. AUTHORIZATION TO SUPPLEMENT. If Assignor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Assignor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Assignor's obligations under this Section 4, Assignor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of Assignor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document 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. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OHIO TELECOM, INC.,
as Assignor

By: 
Name: Kurt Jensen
Title: President/CEO

ACCEPTED AND ACKNOWLEDGED BY:

GREYSTONE BUSINESS CREDIT II LLC,
as Lender

By: _____
Name: _____
Title: _____

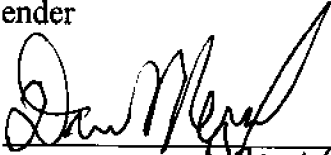
IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OBLIO TELECOM, INC.,
as Assignor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GREYSTONE BUSINESS CREDIT II LLC,
as Lender

By:  _____
Name: Dan Meyer
Title: President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Country | Mark | Application/ Registration No. | App/Reg Date |
|------------------------|----------------|-------------------|--|---------------------|
| Oblio Trademark | U.S.A. | TCC | 2,254,375 | 6-15-99 |
| Oblio Trademark | U.S.A. | Telerumba | 2,360,748 | 6-20-00 |
| Oblio Trademark | U.S.A. | Picante | 2,604,355 | 8-6-02 |
| Oblio Trademark | U.S.A. | Ida & Vuelta | 2,634,845 | 10-15-02 |
| Oblio Trademark | U.S.A. | Oblio Telecom | 2,710,727 | 4-29-03 |
| Oblio Trademark | U.S.A. | Yada Yada Yada | 2,728,573 | 6-24-03 |
| Oblio Trademark | U.S.A. | E-Z Cell | 2,768,827 | 9-30-03 |
| Oblio Trademark | U.S.A. | Smart Asia | 2,797,180 | 12-13-03 |
| Oblio Trademark | U.S.A. | Real Time | 2,804,414 | 1-13-04 |
| Oblio Trademark | U.S.A. | My Pinless | 2,901,387 | 11-9-04 |
| Oblio Trademark | U.S.A. | 24/7 | 78/434521 | 6-14-04 |
| Oblio Trademark | U.S.A. | Picante | 78/461006 | 8-3-04 |
| Oblio Trademark | U.S.A. | Picosa | 78/873165 | |
| Oblio Trademark | USA | Solo | 3133130 | |
| Oblio LLP Trademark | USA | Bravo! | 2802973 | |

Trade Names

N/A

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A