

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VCG assumed name for Epana Networks, Inc.		01/31/2005	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TNW Corporation		
<b>Street Address:</b>	1250 Broadway		
<b>Internal Address:</b>	30th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3010743	MI CARNAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)801-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 801 9200		
<b>Email:</b>	saenzd@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig LLP / David Saenz		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	081914.010100		
<b>NAME OF SUBMITTER:</b>	David Saenz		
<b>Signature:</b>	/davidsaenz/		

CH \$40.00 3010743

Date:

01/25/2007

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is entered as of January 31, 2005 between TNW Corporation, a Delaware corporation ("TNW"), and Epana Networks, Inc., a Delaware corporation ("Epana"). The assignment and stock issuance hereunder is intended to qualify for tax-free treatment under Internal Revenue Code Section 351.

### 1. Assignment.

Epana hereby assigns to TNW exclusively throughout the world all right, title and interest (whether or not now existing) in the subject matter identified in Exhibit A, including all goodwill of the business connected with and symbolized by the trademarks listed thereon and the right to sue and recover damages and profits for third-party infringements. In addition, Epana hereby assigns to TNW exclusively throughout the world all right, title and interest in all copyrights, common law trademarks and any other common law intellectual property rights in all designs, logos, names, brands, trademarks and service marks created and/or used by Epana in any advertising or marketing since its inception including all goodwill of the business connected with and symbolized thereby and the right to sue and recover damages and profits for third-party infringements, excepting only the subject matter identified in Exhibit B, for which Epana will retain all right, title and interest. All of the intellectual property transferred to TNW via this Section 1 and in Exhibit A hereto is collectively referred to as the "Intellectual Property").

### 2. Liabilities Not Assumed.

TNW shall not, by the execution, delivery and performance of this Agreement, or otherwise, assume or otherwise be responsible for any liability or obligation of any nature, or claims of such liability or obligation, matured or unmatured, liquidated or unliquidated, fixed or contingent, or known or unknown, whether arising out of acts or occurrences prior to, at or after the date hereof.

### 3. Compensation.

TNW agrees to provide to Epana 100 shares of common stock of TNW on the date of this Agreement pursuant to the provisions of a Stock Purchase Agreement of even date herewith between TNW and Epana. Such shares shall be the only consideration required of TNW with respect to the subject matter of this Agreement.

### 4. Further Assurances; Moral Rights; Competition; Marketing.

4.1 Epana agrees to assist TNW in every proper way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the assigned rights. If TNW is unable for any reason whatsoever to secure Epana's signature to any document requested by TNW under this Section 3.1, Epana hereby irrevocably designates and appoints TNW and its duly authorized officers and agents as Epana's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for

and on Epana's behalf and instead of Epana, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Epana.

4.2 To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Epana retains any such Moral Rights under applicable law, Epana hereby ratifies and consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, TNW; Epana agrees not to assert any Moral Rights with respect thereto. Epana will confirm any such ratifications, consents and agreements from time to time as requested by TNW.

5. Warranty Exclusion.

TNW acknowledges and agrees that the Intellectual Property is provided AS IS without warranty of any kind. NEITHER EPANA NOR ITS SUPPLIERS OR LICENSORS MAKES (AND HAS NOT AUTHORIZED ANYONE TO MAKE) ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

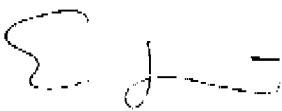
6. Miscellaneous.

This Agreement is not assignable or transferable by Epana without the prior written consent of TNW; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential to TNW and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Epana without TNW's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by a

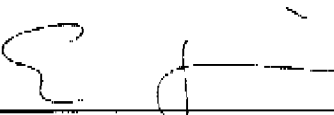
representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

**EPANA NETWORKS, INC.**

By   
\_\_\_\_\_  
Elie Seidman  
President

**TNW CORPORATION**

By   
\_\_\_\_\_  
Elie Seidman  
President

**EXHIBIT A**

As of the date hereof, Epana hereby sells, transfers, conveys, assigns and delivers to TNW all right, title and interest of Epana in and to all rights, properties, and assets of every kind, character, and description, wherever located and whether tangible or intangible, real or personal, or fixed or contingent, the following assets listed below: (the "Assigned Assets").:

*The Assigned Assets***TRADEMARKS APPLICATIONS AND REGISTRATIONS**

NAME	SERIAL NUMBER	REGISTRATION NUMBER
VGG (SERVICES)	78/239,833	
VIA COMMUNICATIONS GROUP (SERVICES)	78/239,832	
LA MEXI MERA (SERVICES)	78/252,942	
LA MEXI MERA (GOODS)	78/252,948	
VGG MEXICO (Goods)	78/257,462	
VGG MEXICO (SERVICES)	78/257,464	
VGG PREPAID (Services)	78/257,885	
VGG COMMUNICATIONS (SERVICES)	78/257,887	
VGG TELECOM (SERVICES)	78/257,891	
VGG LATINO (GOODS AND SERVICES)	78/261,646	
VGG EUROPE (GOODS AND SERVICES)	78/261,642	
VGG AFRICA (GOODS AND SERVICES)	78/261,638	
VGG MIDEAST (GOODS AND SERVICES)	78/261,618	
BAGONG BAYANI (GOODS AND SERVICES)	78/261,591	
POINT (SERVICES)	78/265,548	
KISS (SERVICES)	78/265,546	
AMIGO LATINO (SERVICES) "LATIN FRIEND"	78/265,543	
ANORANZAS LATINA	78/267,439	2,877,436

(GOODS AND SERVICES) "LATIN NOSTALGIA"		
ANORANZAS (GOODS AND SERVICES)	78/267,434	2,877,435
LA INDIA MARIA (GOODS AND SERVICES)	78/286,361	
BLACK GOLD (GOODS AND SERVICES)	78/286,353	2,877,547
MI CIUDAD (SERVICES) "MY CITY"	78/319,607	2,905,078
KING (SERVICES)	78/319,630	
REYNA (SERVICES)	78/319,668	2,908,612
VGGCELLULAR (SERVICES)	78/321,233	
VGGMOBILE (SERVICES)	78/321,247	
VGGWIRELESS (SERVICES)	78/321,280	
VGGPINS (SERVICES)	78/321,293	
VGGTELECOMMUNICATIONS (SERVICES)	78/321,306	
MERO MACHO (SERVICES) "REAL MALE"	78/324,043	
MEXICO-TEL (SERVICES)	78/324,212	
AHI ESTA EL DETALLE (SERVICES) "THIS IS THE DETAIL"	78/338,925	
SIGO SIENDO EL REY (SERVICES) (I'LL ALWAYS BE THE KING)	78/341,688	
MAS MEXICO (SERVICES) "MORE MEXICO"	78/342,733	
AMIGO SUPREMO (SERVICES) (BEST FRIEND)	78/345,009	
EL CHIARRO MEXICANO (SERVICES) "THE MEXICAN COWBOY"	78/409,119	
VOZ LATINA	78/409,120	



(SERVICES) "LATIN VOICE"		
YELLOW (GOODS)	78/410,909	
(THE COLOR YELLOW) (GOODS)	78/410,910	
SDI MIDDLE EAST AND AFRICA (SERVICES)	78/413,684	
MI CUATE (SERVICES) "MY BUDDY", "MY FRIEND"	78/416,971	
JUMBO AFRICA (SERVICES)	78/419,899	
JUMBO LATINO (SERVICES)	78/419,902	
JUMBO MEXICO (SERVICES)	78/419,905	
ORIZZONTE (SERVICES) "HORIZON"	78/420,248	
ALO LATINO AMERICA (SERVICES)	78/420,229	
ORIZZONTE AFRICA (SERVICES) "AFRICAN HORIZON"	78/420,232	
MUNDO MEXICO (SERVICES) "MEXICAN WORLD"	78/420,444	
LA QUE SEA (SERVICES) "ANY OF THEM"	78/421,803	
MI CIUDAD (GOODS) "MY CITY"	78/426,126	
BON JOUR AFRICA (SERVICES) "HELLO AFRICA"	78/429,523	
SUPER MERO MACHO (SERVICES) "REAL MALE"	78/372,257	
MI CARNAL (GOODS) "MY BUDDY", "MY FRIEND"	78/431,297	
MERO MACIHO (GOODS) "A MAN'S MAN", "SUPER MAN"	78/431,324	

SIGO SIENDO EL REY (GOODS) "I'LL ALWAYS BE THE KING"	78/431,327	
ASIATEL (GOODS)	78/431,328	
AFRICATEL (GOODS)	78/431,330	
ASIATEL (SERVICES)	78/431,333	
AFRICATEL (SERVICES)	78/431,336	
SDI AFRICAN SAFARI (GOODS)	78/432,406	
FIESTA MEXICO (SERVICES)	78/452,157	
FIESTA MEXICO (GOODS)	78/452,151	
MUY PICANTE (Services)	78/356,175	
MUY MEXICANO (Services)	78/365,432	
AFRICA ONE (Services)	78/370,778	
WGS (Services)	78/370,794	
AMOR LATINO (Services)	78/371,236	
LATINO TEL. (Services)	78/371,247	
SUPER MEXICO VCG (Services)	78/372,301	
CENTAVO CALL. (Services)	78/372,409	
TRES FUENTES (Services)	78/373,382	
MI CARNAL (Services)	78/381,559	
SIEMPRE LATINO (Services)	78/387,455	

Distribution Agreement by and between the Company and Unitel Telecard Distributors dated \_\_\_\_\_, 200\_

In each case, the Assigned Assets shall be assigned to TNW free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions, and encumbrances of

any nature, including licenses, pledges, defect or objection liens, conditional and installment sales agreements, easements, encroachments, or restrictions of any kind and other title or interest retention arrangements, reservations, or limitations of any nature whatsoever.

Notwithstanding anything contained in this Agreement to the contrary, TNW does not assume or agree to pay, satisfy, discharge, or perform, and will not be deemed by virtue of the execution and delivery of this Agreement to have assumed, or to have agreed to pay, satisfy, discharge, or perform, any liability, obligation, or indebtedness of Epana, whether primary or secondary or direct or indirect.

EXHIBIT B**INTELLECTUAL PROPERTY RETAINED BY EPANA****TRADEMARKS**

NAME	SERIAL NUMBER	REGISTRATION NUMBER
EPANA (SERVICES)	78/051,311	2,768,089
EPANA (SERVICES)	76/210,126	2,584,904
REVOLUTION THROUGH EVOLUTION (SERVICES)	76/210,127	2,607,079
ENVISIONING EVOLUTION. DELIVERING REVOLUTION (SERVICES)	76/210,128	2,638,579
E-Z TEL (SERVICES)	78/324,718	
E-Z TALK (SERVICES)	78/324,731	

**PATENTS**

NAME	SERIAL NUMBER	REGISTRATION NUMBER
System and Method for Metropolitan-Area Data Communication	09/683,930	