

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Startec Global Communications Corporation		03/21/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Global Conference Partners		
Street Address:	1800 North Vine Street, Suite 222		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2719733	INSTANTCONFERENCE	
CORRESPONDENCE DATA			
Fax Number:	(415)955-1158		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 955-1155		
Email:	karl@kronenbergerlaw.com		
Correspondent Name:	Karl S. Kronenberger		
Address Line 1:	150 Post Street, Suite 520		
Address Line 4:	San Francisco, CALIFORNIA 94108		
NAME OF SUBMITTER:	Karl S. Kronenberger		
Signature:	/Karl S. Kronenberger/		
Date:	03/30/2007		

OP \$40.00 2719733

Total Attachments: 2

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**TRADEMARK
 REEL: 003511 FRAME: 0228**

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of March 21, 2007 (the "Effective Date") by and between Startec Global Communications Corporation, a Delaware corporation ("Company"), and Global Conference Partners, a California corporation ("Assignee").

1. DEFINITION

1.1 "Trademark" means the word mark "INSTANTCONFERENCE," United States Trademark Registration No. 2719733, adopted and owned by Company.

2. ASSIGNMENT

2.1 **General.** Company hereby transfers and assigns to Assignee all of Company's right, title and interest in and to the Trademark and all goodwill appurtenant thereto. The foregoing assignment also includes all of Company's right, title and interest in and to any and all causes of action and rights of recovery for past infringement, or misappropriation of the Trademark.

2.2 **Further Assurances.** Upon request by Assignee at any time, and at Assignee's cost and expense, Company shall execute all documents and instruments and do all other things deemed necessary or useful by Assignee in establishing, perfecting, protecting, prosecuting, defending and enforcing Assignee's proprietary right, title and interest in the Trademark, at Assignee's expense. Company also agrees, after the execution of this Agreement, to file any required documents, electronically if possible, with the US Patent & Trademark Office evidencing this Agreement.

2.3 **Attorney in Fact.** Where Assignee is unable because of Company's unavailability, dissolution, or for any other reason, to secure Company's signature to apply for or to pursue any application for any United States or foreign registrations covering the Trademark, then Company hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Company's agent and attorney in fact, to act for and in Company's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of such registrations with the same legal force and effect as if executed by Company.

2.4 **Delivery.** Company shall, no later than five (5) days after the Effective Date, deliver to Assignee all physical files related to the Trademark in Company's possession.

3. **COMPENSATION.** As consideration for the assignment of the Trademark by Company to Assignee, Assignee shall pay to Company the sum of \$80,000.00.

4. **REPRESENTATIONS AND WARRANTIES BY COMPANY.** Company represents and warrants to Assignee:

4.1 **Validity.** To Company's knowledge, all registrations and applications to register the Trademark are valid and subsisting. Without limiting the foregoing, all payments and

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maintenance fees required to maintain any such applications or registrations are fully paid up as of the Effective Date.

4.2 **No Licenses.** As of the Effective Date, there are no license agreements in effect, written or oral, relating to the Trademark.

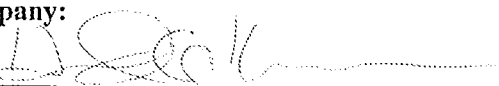
4.3 **No Infringement.** To Company's knowledge, neither the assignment effected by Section 2 nor Assignee's use of the Trademark in connection with goods or services has infringed, or will infringe the rights of any third-party, and Company has not received any claim of or communications relating to, any actual or alleged infringement of any third-party's rights arising from or relating to past ownership or use of the Trademark.

4.4 **No Third-Party Infringement.** To the knowledge of Company, no third party is using, infringing or misappropriating, and has not since the registration of the Trademark used, infringed or misappropriated, the Trademark or any confusingly similar mark in connection with the sale of goods or services.

5. **GENERAL PROVISIONS.** This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venturer of the other. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. The parties consent to the personal and exclusive jurisdiction of courts located in California. This Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the Effective Date.

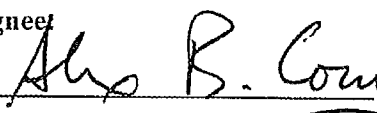
Company:

By: 

Name: Howard G. Kametel

Title: CEO

Assignee:

By: 

Name: Alex B. Cory

Title: CEO