

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
Beyond Wireless, Inc.		10/05/2006	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	John P. France
Street Address:	29299 Clemens Rd.
Internal Address:	Suite 1K
City:	Westlake
State/Country:	OHIO
Postal Code:	44145
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78918790	JOLT GLOBAL
Serial Number:	78918765	JOLT GLOBAL
Serial Number:	78918808	JOLT GLOBAL
Serial Number:	78803994	JOLT WIRELESS
Serial Number:	78874441	CELLATEL
Serial Number:	78864736	BEYOND GSM
Serial Number:	78918734	JUMP-START YOUR MOBILE LIFE!
Serial Number:	78918846	LOCAL CALL TO THE WORLD
Serial Number:	78874498	SEEK OR SPEAK
Serial Number:	78849277	TRACK-ABOUT
Serial Number:	78809141	JOLT MOBILE
Serial Number:	78917577	JUMP-START YOUR MOBILE LIFE!
Serial Number:	78849333	BEYOND WIRELESS

OP \$340.00 78918790

CORRESPONDENCE DATA

Fax Number: (216)363-4588

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216-363-4466

Email: trademark@bfca.com

Correspondent Name: Rita Kline

Address Line 1: 200 Public Square

Address Line 2: 2300 BP Tower

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	31043-1
NAME OF SUBMITTER:	Rita Kline
Signature:	/Rita Kline/
Date:	05/30/2007

Total Attachments: 7

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SECURITY AGREEMENT

City: Westlake

State: Ohio

October 5, 2006

Beyond Wireless, Inc, whose principal place of business is located at 29299 Clemens Rd., Suite 1K, Westlake, Ohio 44145 (hereinafter the "Debtor"), hereby assigns and grants to John P. France, whose principal place of business is located at 29299 Clemens Rd., Suite 1K, Westlake, Ohio 44145 (hereinafter the "Secured Party"), a security interest in and to all items of property described in Paragraph 2 of this Agreement (all of which shall hereinafter be the "Collateral").

1. OBLIGATIONS: The security interest hereby granted shall secure the following (collectively, the "Obligations"): all loans, advances, indebtedness and other obligations of Debtor to Secured Party, of every kind and description, whether now existing or hereafter arising, including, without limitation, those owed to others and acquired by Secured Party (by purchase, assignment or otherwise) and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, matured or unmatured, whether or not secured by additional collateral, and all liabilities, obligations and indebtedness arising under this Agreement and all other instruments and agreements evidencing, guarantying or securing any of the foregoing, all obligations to perform or forbear from performing acts, and all reasonable expenses and attorneys' fees incurred by Secured Party under this Agreement or any other document or instrument related thereto or related to any of the Obligations, including but not limited to the following:

A Promissory Note in the amount of \$ 5,955,479.38

2. COLLATERAL: The Collateral in which a security interest is hereby granted includes that Collateral now existing and hereafter arising or acquired by Debtor, regardless of where it is located, and is defined as follows:

(a) See Attached Exhibit A

(b) All proceeds and products of the Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering Collateral, all tort or other claims against third parties arising out of damage or destruction of Collateral, all property received wholly or partly in trade or exchange for Collateral, all fixtures, all leases of Collateral and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of the Collateral or any interest therein.

3. WARRANTIES AS TO COLLATERAL: Debtor warrants that:

(a) Except for the security interest hereby granted, Debtor is, and as to any

property which at any time forms a part of the Collateral, shall be, the owner of each and every item of the Collateral, free from any lien, security interest or encumbrance;

(b) That Debtor has full right to grant such security interest therein; and that Debtor shall defend such Collateral and each and every part thereof against all claims of all persons at any time claiming such Collateral or claiming any interest therein adverse to Secured Party; and

(c) That as to any accounts receivable which are or become part of the Collateral, each such account is a valid account receivable and that no such account shall be sold, assigned, transferred, discounted, hypothecated, or otherwise subjected to any lien, encumbrance or security interest, and that Debtor shall defend such accounts against all claims of any person whatsoever.

4. DEBTOR'S RESPONSIBILITIES:

(a) Furnish to Secured Party in writing a current list of all Collateral for the purpose of identifying the Collateral and, further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of such Collateral;

(b) At its expense and upon request of Secured Party, furnish copies of invoices issued by Debtor in connection with the Collateral furnish certificates of insurance evidencing insurance on Collateral, furnish proof of payment of taxes and assessments on Collateral, make available to Secured Party, any and all of Debtor's books, records, written memoranda, correspondence, purchase orders, invoices and other instruments or writing that in any way evidence or relate to the Collateral;

(c) Keep the Collateral insured at all times against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as is satisfactory to Secured Party. In all cases losses shall be payable to Secured Party and any surplusage shall be paid to Debtor. All policies of insurance shall provide for at least ten (10) days prior written notice of cancellation to Secured Party. Should Debtor at any time fail to purchase or maintain insurance, pay taxes, or pay for any expense, incident or such insurance, Secured Party may, but is not obligated to, pay such taxes, order and pay for such necessary items of preservation, maintenance or protection of the Collateral, and Debtor agrees to reimburse Secured Party for all expenses incurred under this Paragraph;

(d) Pay all taxes or assessments imposed on or with respect to the Collateral;

(e) Keep all of the Collateral in good condition and repair, protecting it from weather and other contingencies which might adversely affect it as secured hereunder;

(f) Notify Secured Party immediately in writing of any information which Debtor has or may receive which might in any way adversely affect the value of the Collateral or the rights of Secured Party with respect thereto;

(g) Notify Secured Party promptly, in writing, of any change in the location of the Collateral or of any place of business or mailing addresses or the establishment of any new place of business or mailing address;

(h) Pay all costs of filing any financing, continuation or termination statements with respect to the security interest created hereby;

(i) Upon the occurrence of an Event of Default or breach of any provision of this Security Agreement, pay all expenses and reasonable attorneys' fees of Secured Party; and Debtor agrees that said expenses and fees shall be secured under this Agreement;

(j) Maintain possession of all Collateral at the location disclosed to Secured Party and not to remove the Collateral from that location;

(k) Not sell, contract to sell, lease, encumber, or otherwise transfer the Collateral (other than sales of inventory in the ordinary course of business) until the Obligations have been paid and performed, Debtor acknowledging nonetheless that Secured Party has a security interest in the proceeds of such Collateral.

5. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact to act with respect to the Collateral in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement.

6. DEFAULT: In the event of (herein "Events of Default"): (a) the default in the payment or performance of the Obligations or any part thereof; (b) the occurrence of a default or an Event of Default under any instrument or agreement evidencing, guarantying or securing any of the Obligations; (c) the failure of Debtor to perform or observe any of the provisions of this Agreement; (d) any misrepresentation by Debtor to Secured Party for the purpose of obtaining credit or any extension of credit; (e) the issuance of a court order, lien or attachment against any part of the Collateral; (f) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Debtor in an involuntary or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Debtor or for any substantial part of its properties, or ordering the wind-up or liquidation of its affairs, or the filing and pendency for sixty (60) days without dismissal of a petition initiating an involuntary case under any such bankruptcy, insolvency or other similar law; or (g) the commencement by Debtor of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by it to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator,

assignee, trustee, custodian, sequestrator (or other similar official) of Debtor or of any substantial part of its properties, or the making by it of any general assignment for the benefit of creditors, or the failure of Debtor generally to pay their debts as such debts become due, or the taking of corporate action by Debtor in furtherance of any of the foregoing; (h) the death or dissolution of Debtor or any endorser or guarantor of the Obligations; (i) the occurrence of any adverse change in the condition or affairs (financially or otherwise) of Debtor, or of any endorser, guarantor of surety for any of the Obligations, which in the opinion of Secured Party impairs Secured Party's security or the ability of Secured Party to recover repayment or performance of any Obligations or the Secured Party deems itself insecure; then, in any such event, Secured Party may, without further notice to Debtor, at Secured Party's option, declare any note and all of the Obligations to become due and payable in its aggregate amount. Secured Party may: resort to the rights and remedies of a secured party under the Uniform Commercial Code including the right to enter any premises of Debtor, with or without legal process and take possession of the Collateral and remove it and any records pertaining thereto and/or remain on such premises and use it for the purpose of collecting, preparing and disposing of the Collateral; ship, reclaim, recover, store, finish, maintain and repair the Collateral; and sell the Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale only when they are actually received by Secured Party, any requirement of reasonable notice of any disposition of the Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition. Debtor will, upon request, assemble the Collateral and any records pertaining thereto and make them available at a place designated by Secured Party. Secured party may use, in connection with any assembly or disposition of the Collateral, any trademark, trade name, tradestyle, copyright, patent right, trade secret or technical process used or utilized by Debtor. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default hereunder will be deemed to be a waiver of any subsequent Event of Default.

7. MISCELLANEOUS PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors and assigns and all obligations of Debtor shall bind the successors and assigns of Debtor,

(b) This Agreement contains the entire Agreement of the parties and no oral Agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement;

(c) All rights and liabilities hereunder shall be governed by, limited to and construed in accordance with the laws of the state where Secured Party's principal place of business is located; unless otherwise defined, words used herein have the meaning

given them in the Uniform Commercial Code as adopted in the state where Secured Party's principal place of business is located.

(d) Any provision herein which may prove limited or unenforceable under any law or judicial ruling shall not affect the validity or enforceability of the remainder of this Agreement.

(e) Debtor hereby authorizes Secured Party to file a copy of this Agreement as a Financing Statement with appropriate county and state government authorities necessary to perfect Secured Party's security interest in the Collateral as set forth herein.

SECURED PARTY:

DEBTOR:

By: 
JOHN P. FRANCE


 CEO
BEYOND WIRELESS, INC.
By: John P. France, CEO/President

Exhibit A

This Exhibit A is in reference to a Security Agreement dated 5 October 2006, by and between Beyond Wireless, Inc. as Debtor and John P. France as Secured Party and specifically in reference to Para 2(A) of said Agreement. This Exhibit is not self-limiting and incorporates in addition to the items set forth herein, all of the terms and propriety rights set forth in said Security Agreement.

The collateral is described as follows: Any and all assets, presently owned or hereinafter acquired including but not limited to all trademarks, service marks, trade-names and the like, any and all property of the debtor including but not limited to all personal property, chattels, account receivables, real property, leasehold interests, goodwill and the like; any and all other contracts, chose in action, or agreements with any person or entity having value to the company including but not limited to its Master Partner Agreements, Master Dealer Agreements, PSC Agreements, Cingular Agreement, Ericson Agreement, and such other Agreements as are currently useful in the operation of the debtor company or hereinafter become useful.

The collateral is further described as being anything whatsoever necessary, currently, or hereinafter acquired or used in the day-to-day operation of the debtor corporation. It specifically includes any contracts or chose in action or agreements entered into between debtor and any other party.



BEYOND WIRELESS, INC.
By: John P. France, CEO/President

TRADEMARKS

Mark	Serial No.	Filing date
JOLT GLOBAL	78918790	6/28/06
JOLT GLOBAL	78918765	6/28/06
JOLT GLOBAL	78918808	6/28/06
JOLT WIRELESS	78803994	2/1/06
CELLATEL	78874441	5/2/06
BEYOND GSM	78864736	4/19/06
JUMP-START YOUR MOBILE LIFE!	78918734	6/28/06
LOCAL CALL TO THE WORLD	78918846	6/28/06
SEEK OR SPEAK	78874498	5/2/06
TRACK-ABOUT	78849277	3/29/06
JOLT MOBILE	78809141	2/7/06
JUMP-START YOUR MOBILE LIFE!	78917577	6/27/06
BEYOND WIRELESS	78849333	3/29/06