

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
STAR NUMBER, INC.		12/29/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TELEPLUS WIRELESS, CORP.		
Street Address:	7575 TRANSCANADA, SUITE 305		
City:	ST-LAURENT, QUEBEC		
State/Country:	CANADA		
Postal Code:	H4T 1V6		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78563630	VIVA LIBERTY	
Registration Number:	2854629	LIBERTY WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	(312)876-0288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3128767833		
Email:	jfgossett@arnstein.com		
Correspondent Name:	JAMES F. GOSSETT		
Address Line 1:	120 SOUTH RIVERSIDE PLAZA, SUITE 1200		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	21345-0001		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$65.00 78563630

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

JAMES F. GOSSETT

Signature:

/james f. gossett/

Date:

01/17/2008

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT made as of the 29th day of December, 2005, by Star Number, Inc., a Delaware corporation with its principal place of business at 10803 Parkridge Boulevard, Suite 100, Reston, Virginia 20191 (the "Assignor"), to TelePlus Wireless, Corp., a Nevada corporation with its principal place of business at 7575 TransCanada, Suite 305, St-Laurent, Quebec, H4T 1V6 (the "Assignee").

RECITALS

The Assignee and the Assignor are parties to an Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell to the Assignee and the Assignee has agreed to buy from the Assignor the Purchased Assets (as defined in the Purchase Agreement), including without limitation the trademarks of the Assignor. Pursuant to the Purchase Agreement, the Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to sell, convey, assign, transfer, deliver, assure and confirm to the Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Purchased Assets.

In accordance therewith, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Assignor's worldwide right, title and interest in, to and under the Assignor's registered and unregistered domestic and foreign trademarks and trademark applications, including without limitation, the trademarks and trademark applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Trademarks").

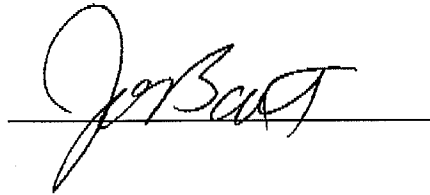
NOW, THEREFORE, the Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby effective as of the Effective Time (as defined in the Purchase Agreement) transfer and assign to the Assignee, and the Assignee hereby accepts the transfer and assignment of, all of the Assignor's worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Intellectual Property Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Intellectual Property Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.




IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Intellectual Property Assignment as of the date first above written.

WITNESS:

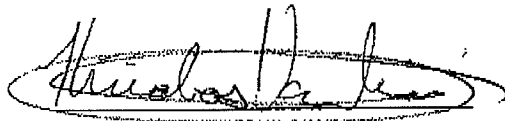


ASSIGNOR:

STAR NUMBER, INC.

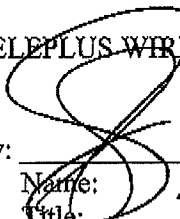
By:  (SEAL)
Name: Frank C. Bennett III
Title: President, MIND SERVICES

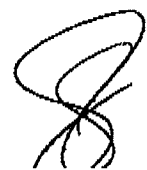
WITNESS:



ASSIGNEE:

TELEPLUS WIRELESS, CORP.

By:  (SEAL)
Name: Marius Silvaran
Title: CEO



SCHEDULE A

Registered Trademarks

Trademark

Registration No.

Trademark Ser. No. 78/326,834 Liberty Wirless for All;
Trademark Ser. No. 78/371,483 Liberty Wirless;

Register Number 2,979,533
Register Number 2,928,910

Pending Trademark Applications

Trademark

Application Number

Trademark VIVA LIBERTY

Serial Number 78/563,630 (ITU)

