

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
NXI Communications, Inc.		10/01/2007	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Nextalk, Inc.		
Street Address:	4505 South Wasatch Blvd.		
Internal Address:	Suite 100		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3125307	NEXTALK	
CORRESPONDENCE DATA			
Fax Number:	(801)328-0537		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-521-3200		
Email:	bwinder@joneswaldo.com		
Correspondent Name:	Brent T. Winder		
Address Line 1:	170 South Main Street		
Address Line 2:	Suite 1500		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	19792.0001		
NAME OF SUBMITTER:	Brent T. Winder		
Signature:	/Brent T. Winder/		

CH \$40.00 3125307

Date:

07/28/2008

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

By and Between

NexTalk, Inc., a Delaware corporation

and

NXI Communications, Inc., a Utah corporation

AGREEMENT

This Agreement (this "*Agreement*") is entered into as of October 1, 2007, by and between NexTalk, Inc., a Delaware corporation ("*Buyer*"), and NXI Communications, Inc., a Utah corporation ("*Seller*"). Buyer and Seller are also referred to individually as a "*Party*" and collectively herein as the "*Parties.*"

Background

A. This Agreement contemplates a transaction in which Buyer will, in exchange for the issuance of Buyer common stock to Seller and the assumption of certain liabilities, acquire certain assets from Seller for use in the Business (as defined below).

C. The Parties intend that the transactions contemplated by this Agreement, together with the cash investment to be made by third parties by contemporaneous agreement, constitute transfers of property and cash to the Buyer that meet the requirements of Internal Revenue Code Section 351.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

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Section 2. Asset Transaction.

(a) **Purchase and Sale of Assets.** On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, and deliver to Buyer, at the Closing for the consideration specified below in this Section 2, an undivided and equal joint ownership interest in the Seller Intellectual Property identified on Schedule 2(a) (the “*Joint Intellectual Property*”) and all of Seller’ right, title, and interest in and to the following assets (together with the Joint Intellectual Property, the “*Acquired Assets*”):

(i) devices, components, parts, peripherals and other items not regularly used in ongoing development and testing activities (“**Inventory**”), as well as all tangible personal property and materials related to shipping operations, and the tangible personal property identified on the attached Schedule 2(a)(i);

(ii) the trademarks identified on the attached Schedule 2(a)(ii) (the “*Marks*”), goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against past, present, and future infringements thereof, and rights to protection of past, present, and future interests therein under the laws of all jurisdictions, as well as related marks and assets such as URLs and phone numbers;

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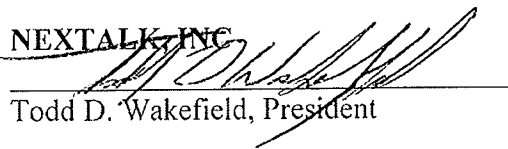
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- (f) **Deliveries at the Closing.** At the Closing:
 - (i) Seller will deliver to Buyer the following:
 - (A) a signed Assignment and Assumption Agreement in the form attached as Exhibit A;
 - (B) a Bill of Sale in the form attached as Exhibit B;

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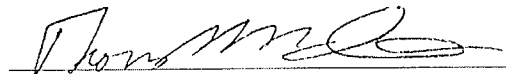
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

~~NEXTALK, INC~~



Todd D. Wakefield, President

NXI Communications, Inc.



Tom McLaughlin, President

Signature Page to Asset Purchase Agreement

Schedule 2(a)(ii)

Marks

1. NexTalk, a federally registered trademark
2. TextNet (a/k/a Text Net), an unregistered trademark
3. NTS, an unregistered trademark
4. CCS, an unregistered trademark
5. One Number, OneNbr, and related variations, unregistered trademarks
6. Placeholder Call, an unregistered trademark

Exhibit B

Bill of Sale

This BILL OF SALE, dated as of October 1, 2007, is made and delivered pursuant to Section 2(g) of the Asset Purchase Agreement dated as of October 1, 2006 (the "Purchase Agreement") by and among NXI Communications, Inc. a Utah corporation ("Seller") and NextTalk, Inc., a Delaware corporation ("Buyer"). Capitalized terms used and not defined herein shall have the meaning given such terms in the Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer, its successors and assigns, forever, all of Seller's right, title and interest in and to the Acquired Assets. Notwithstanding anything to the contrary contained herein, Seller is not selling, assigning, transferring, conveying or delivering to Buyer any Excluded Liabilities.


This Bill of Sale is made in accordance with and subject to all of the representations, warranties, covenants, exclusions, indemnities and other provisions set forth in the Purchase Agreement, all of which are incorporated herein by reference.

From and after the date hereof, Seller shall (and shall cause the Shareholder to) execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and its successors and assigns for the purpose of assigning, transferring, granting, conveying and confirming the Acquired Assets to Buyer.

This Bill of Sale shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the date first stated above.

NXI COMMUNICATIONS, INC.



Tom McLaughlin, President