

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
Metro One Telecommunications, Inc.		05/06/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Grape Technology Group, Inc
Street Address:	3864 Courtney Street, Suite 411
City:	Bethlehem
State/Country:	PENNSYLVANIA
Postal Code:	18017
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	2560110	
Registration Number:	2598819	ASTROPRO
Registration Number:	2171604	AUTOBACK
Registration Number:	2592553	
Registration Number:	2625986	AUTOTALLY
Registration Number:	2700884	
Registration Number:	1937563	ENHANCED DIRECTORY ASSISTANCE
Registration Number:	2407484	ENHANCED TELECOM SERVICES
Registration Number:	2776062	EVENTPRO
Registration Number:	2936654	ADMIT ONE
Registration Number:	2930440	INFOPRO
Registration Number:	2557151	
Registration Number:	2598605	LOCATIONPRO
Registration Number:	2560083	VOLUTRACER

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Registration Number:	2557175	
Registration Number:	2559945	MOVIEPRO
Registration Number:	2923277	NOW YOU'RE TALKING
Registration Number:	2923278	NOW YOU'RE TALKING
Registration Number:	2923279	NOW YOU'RE TALKING
Registration Number:	2923280	NOW YOU'RE TALKING
Registration Number:	2923281	NOW YOU'RE TALKING
Registration Number:	2923282	NOW YOU'RE TALKING
Registration Number:	2994517	NOW YOU'RE TALKING
Registration Number:	2560077	#
Registration Number:	2178972	NUMBERBACK
Registration Number:	2592528	
Registration Number:	2654754	PERSONALPROFILER
Registration Number:	2634933	
Registration Number:	2684871	PLAYBACK
Registration Number:	2579854	
Registration Number:	2579995	RADIOPRO
Registration Number:	2615289	
Registration Number:	2672804	RESCUEPRO
Registration Number:	2737784	SPORTSPRO
Registration Number:	3061492	
Registration Number:	2560074	
Registration Number:	2879394	STARBACK
Registration Number:	2893316	STARBACK
Registration Number:	1923993	STARBACK
Registration Number:	2226475	SURECONNECT
Registration Number:	2941611	TALKALOT
Registration Number:	2841225	TAXIPRO
Registration Number:	2933660	TAXI
Registration Number:	2747756	
Registration Number:	2440091	TELECONCIERGE
Registration Number:	2967631	WE'LL GREET YOU BY NAME
Registration Number:	2987234	YOUR VIRTUAL PERSONAL ASSISTANT
Registration Number:	2991704	YOUR VIRTUAL PERSONAL ASSISTANT
Registration Number:	2991705	YOUR VIRTUAL PERSONAL ASSISTANT

TRADEMARK

REEL: 003867 FRAME: 0518

Registration Number:	2991706	YOUR VIRTUAL PERSONAL ASSISTANT
Registration Number:	2991707	YOUR VIRTUAL PERSONAL ASSISTANT
Registration Number:	3007257	YOUR VIRTUAL PERSONAL ASSISTANT
Registration Number:	3031406	YOUR VIRTUAL PERSONAL ASSISTANT

CORRESPONDENCE DATA

Fax Number: (212)697-3400

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

Email: joesofer@soferharoun.com

Correspondent Name: Joseph Sofer

Address Line 1: 317 Madison Ave, Suite 910

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	886-700'S
NAME OF SUBMITTER:	Joseph Sofer, Esq.
Signature:	/Joseph Sofer/
Date:	10/08/2008

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of May 6, 2008 (the "Effective Date"), is by and between each of Metro One Telecommunications, Inc., an Oregon corporation, and its Affiliates (as such term is defined in the Purchase Agreement defined below) (together, the "Assignor"), and Grape Technology Group, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee are parties to the Patent Purchase Agreement, dated as of May 6, 2008, ("Purchase Agreement"), among Assignee and Assignor, pursuant to Section 2.1 of which, execution and delivery of this Assignment is required on the Effective Date (as defined by the Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee,

(a) Assignor's entire right, title and interest in, and to the Marks as set forth in EXHIBIT A-3, together with (1) the goodwill of the business relating to the Products and Services in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks,

(b) Any and all other rights, priorities and privileges provided under applicable U.S. federal, state, local, multinational or foreign, law, statute, directive, compact, treaty, protocol, convention or organization ("Applicable Law") with respect to the Trademarks ("Related Rights"); and

(c) Any and all rights to bring an action at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Trademarks and the Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom (items (a) through (c), collectively, the "Assigned Rights").

2. Other than as specifically set forth in the Purchase Agreement, Assignee will assume no direct or indirect liabilities, claims, guarantees, commitments, indebtedness or obligations, whether absolute, contingent, fixed or matured, in connection with the Assigned Rights or the transactions contemplated hereby.

3. Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

4. This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a request by Assignee to execute promptly any additional documents reasonably necessary to protect, secure and vest good, valid and marketable title to the Trademarks and the Related Rights in Assignee in the United States of America, and to record this Assignment with the US Patent and Trademark Office.

5. Assignor hereby authorizes Assignee to request the relevant U.S. government



entity or agency to record Assignee as the assignee and owner of the Trademarks.

6. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

7. This Assignment shall be governed and construed in accordance with the laws of the State of New York.

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EXHIBIT A-3

TRADEMARKS

TRADEMARKS AND DOMAINS

Mark Name	Type	Owner	Registration Number	Matter Number	Registration Date
UNITED STATES					
AstroPro	Logo	Metro 1	2,560,110	55174	04/09/02
AstroPro	Phrase	Metro 1	2,598,819	54549	07/23/02
AutoBack	Phrase	Metro 1	2,171,604	43844	07/07/98
AutoBack	Logo	Metro 1	2,592,553	56004	07/09/02
AutoTally	Phrase	Metro 1	2,625,986	55172	09/24/02
AutoTally	Logo	Metro 1	2,700,884	55189	03/25/03
Enhanced Directory Assistance •	Phrase	Metro 1	1,937,563	36481	11/21/95
Enhanced Telecom Services •	Phrase	Metro 1	2,407,484	52333	11/21/00
EventPro	Phrase	Metro 1	2,776,062	56030	10/21/03
EventPro	Logo	Metro 1	2,936,654	41698 - 2008	03/29/05
InfoPro	Phrase	Metro 1	2,930,440	67820	03/08/05
LocationPro	Logo	Metro 1	2,557,151	56006	04/02/02
LocationPro	Phrase	Metro 1	2,598,605	53676	07/23/02
MessageBack	Logo	Metro 1	2,560,038	56007	04/09/02
MoviePro	Logo	Metro 1	2,557,175	55188	04/02/02
MoviePro	Phrase	Metro 1	2,559,945	54295	04/09/02
Now You're Talking	Phrase	Infone	2,923,277	0099	02/01/05
Now You're Talking	Phrase	Infone	2,923,278	0099	02/01/05
Now You're Talking	Phrase	Infone	2,923,279	0099	02/01/05
Now You're Talking	Phrase	Infone	2,923,280	0099	02/01/05
Now You're Talking	Phrase	Infone	2,923,281	0099	02/01/05
Now You're Talking	Phrase	Infone	2,923,282	0099	02/01/05
Now You're Talking	Phrase	Infone	2,994,517	0099	09/13/05
NumberBack	Logo	Metro 1	2,560,077	56009	04/09/02
NumberBack	Phrase	Metro 1	2,178,972	44428	08/04/98
PersonalProfiler	Logo	Metro 1	2,592,528	56011	07/09/02
PersonalProfiler	Phrase	Metro 1	2,664,754	53689	11/26/02
PlayBack	Logo	Metro 1	2,634,933	61551	10/15/02
PlayBack	Phrase	Metro 1	2,684,871	57015	02/04/03
QuickSend	Logo	Metro 1	2,579,854	56047	08/11/02
RadioPro	Phrase	Metro 1	2,579,995	55563	06/11/02
RadioPro	Logo	Metro 1	2,615,289	61794	09/03/02
RescuePro	Phrase	Metro 1	2,672,804	55564	01/07/03
SportsPro	Phrase	Metro 1	2,737,784	57012	07/15/03
SportsPro	Logo	Metro 1	3,061,492	64322	02/28/06

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StarBack	Logo	Metro 1	2,580,074	56012	04/09/02
StarBack	Phrase	Metro 1	2,879,394	0020	08/31/04
StarBack	Phrase	Metro 1	2,893,316	0020	10/12/04
StarBack	Phrase	Metro 1	1,923,993	44678	10/03/95
SureConnect	Phrase	Metro 1	2,226,475	44175	02/23/99
TalkALot	Phrase	Infone	2,941,611	0028	04/19/05
TaxiPro	Phrase	Metro 1	2,841,225	41698 - 2009	05/11/04
TaxiPro	Logo	Metro 1	2,933,660	41698 - 2010	03/15/05
TeleConcierge	Logo	Metro 1	2,747,756	56013	08/05/03
TeleConcierge	Phrase	Metro 1	2,440,091	52668	04/30/01
We'll Greet You By Name	Phrase	Metro 1	2,987,631	41698-2013	07/12/05
Your Virtual Personal Assistant	Phrase	Infone	2,987,234	0085	08/23/05
Your Virtual Personal Assistant	Phrase	Infone	2,991,704	0085	09/06/05
Your Virtual Personal Assistant	Phrase	Infone	2,991,705	0085	09/06/05
Your Virtual Personal Assistant	Phrase	Infone	2,991,706	0085	09/06/05
Your Virtual Personal Assistant	Phrase	Infone	2,991,707	0085	09/06/05
Your Virtual Personal Assistant	Phrase	Infone	3,007,257	0085	10/18/05
Your Virtual Personal Assistant	Phrase	Infone	3,031,406	0085	12/20/05
CANADA					
AstroPro	Logo	Metro 1	650,037	41698-2502	10/11/05
AutoBack	Phrase	Metro 1	567,267	45226	09/12/02
AutoBack	Logo	Metro 1	649,733	41698 - 2504	10/05/05
AutoTally	Logo	Metro 1	644,800	41698 - 2506	07/21/05
LocationPro	Phrase	Metro 1	617,881	64471	08/27/04
LocationPro	Logo	Metro 1	650,036	41698 - 2510	10/11/05
MessageBack	Phrase	Metro 1	568,454	56570	10/02/02
MessageBack	Logo	Metro 1	577,985	55809	03/24/03
MetroDex	Logo	Metro 1	583,203	55811	06/06/03
NumberBack	Phrase	Metro 1	575,825	56569	02/18/03
NumberBack	Logo	Metro 1	649,966	41698 - 2514	10/06/05
PersonalProfiler	Logo	Metro 1	577,397	55813	03/12/03
PersonalProfiler	Phrase	Metro 1	589,394	55239	09/10/03
PlayBack	Logo	Metro 1	650,330	41698 - 2516	10/13/05
RadioPro	Logo	Metro 1	649,724	41698 - 2520	10/05/05
StarBack	Phrase	Metro 1	524,930	40762	03/15/00
EUROPE					
AstroPro	Phrase	Metro 1	1,758,600	55661	11/05/01
AstroPro	Logo	Metro 1	2,748,341	41698-2501	10/22/03
EDA	Phrase	Metro1	1,589,629	41566	04/28/94
EventPro	Phrase	Metro 1	1,804,923	55816	11/08/01
LocationPro	Phrase	Metro 1	1,632,819	54396	07/09/01
LocationPro	Logo	Metro 1	2,775,823	41698-2509	12/16/03
MessageBack	Logo	Metro 1	1,804,087	55810	09/24/01
MetroDex	Logo	Metro 1	1,803,949	55812	11/07/01
MoviePro	Phrase	Metro 1	1,756,659	55662	12/11/02
MoviePro	Logo	Metro 1	2,775,385	41698-2511	01/07/04
NumberBack	Logo	Metro 1	2,746,568	41698-2513	10/22/03
PersonalProfiler	Logo	Metro 1	1,803,907	55814	10/31/01
PlayBack	Logo	Metro 1	2,746,584	41698-2515	01/09/04
QuickSend	Logo	Metro 1	2,746,592	41698-2517	10/22/03
RadioPro	Logo	Metro 1	2,746,618	41698-2519	10/20/03
RescuePro	Logo	Metro 1	2,746,634	41698-2521	10/22/03
StarBack	Logo	Metro 1	2,746,659	41698 - 2523	01/09/04
StarBack	Phrase	Metro 1	3,556,801	0096	11/21/03
TeleConcierge	Phrase	Metro 1	1,214,097	52673	03/09/01
TeleConcierge	Logo	Metro 1	2,775,823	41698 - 2525	03/08/04
TVPro	Logo	Metro 1	2,746,683	41698 - 2527	01/09/04
MEXICO					

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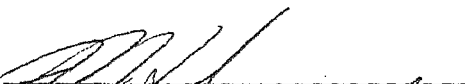
StarBack	Phrase	Metro 1	829,516	0094	04/15/04
StarBack	Phrase	Metro 1	866,267	0094	01/28/05

Domain Name	Owner	Expires
PERSONALPROFILER.info	METRO 1	09/12/08
TELECONCIERGE.info	METRO 1	09/12/08
TELECONCIERGE.biz	METRO 1	03/19/09
TELECONCIERGE.com	METRO 1	03/20/09
TELECONCIERGE.net	METRO 1	03/20/09
TELECONCIERGE.org	METRO 1	03/20/09


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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date above first written.

METRO ONE TELECOMMUNICATIONS, INC.

By: 
Name: James K. Hlasel
Title: CEO

GRAPE TECHNOLOGY GROUP, INC.

By: 
Name:
Title: