

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Globalive Communications Corp.		09/22/2008	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, for itself and as administrative agent		
<b>Street Address:</b>	1 First Canadian Place, 100 King Street West		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1S2		
<b>Entity Type:</b>	Canadian Charter Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2578929	FREEFONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)953-7201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 415-9200		
<b>Email:</b>	ny.trademark@dorsey.com		
<b>Correspondent Name:</b>	Dorsey & Whitney LLP		
<b>Address Line 1:</b>	250 Park Avenue, 15th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10177		
<b>ATTORNEY DOCKET NUMBER:</b>	447491-00053		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Dorsey & Whitney LLP		
<b>Address Line 1:</b>	250 Park Avenue, 15th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10177		

**OP \$40.00 2578929**

NAME OF SUBMITTER:	Sarah M. Robertson
Signature:	/smr/
Date:	03/17/2009
<b>Total Attachments: 5</b> source=Security Agreement from Globalive Communications Corp to Bank of Montreal#page1.tif source=Security Agreement from Globalive Communications Corp to Bank of Montreal#page2.tif source=Security Agreement from Globalive Communications Corp to Bank of Montreal#page3.tif source=Security Agreement from Globalive Communications Corp to Bank of Montreal#page4.tif source=Security Agreement from Globalive Communications Corp to Bank of Montreal#page5.tif	

## SECURITY AGREEMENT

### (CANADIAN AND UNITED STATES TRADE MARKS)


- TO: Bank of Montreal, for itself and as administrative agent (the "**Agent**") for certain lenders that have entered into or will become party to a credit agreement dated June 2, 2008 (as such credit agreement may be amended, restated, replaced or supplemented from time to time) (the "**Credit Agreement**").
1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Globalive Communications Corp. (the "**Debtor**") agrees as follows:
  2. As security for all indebtedness, liabilities and obligations of the Debtor to the Agent, present and future, direct or indirect, contingent or absolute, the Debtor hereby grants to the Agent a security interest (the "**Security Interest**") in and to all of the right, title and interest of the Debtor in and to the Canadian and United States trade marks listed on Schedule "A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto, and all rights corresponding thereto throughout the world (all of the foregoing trade marks and rights are sometimes hereinafter referred individually as a "**Trademark**", and, collectively, as the "**Trademarks**").
  3. The Security Interest shall become enforceable upon the occurrence and during the continuation of any event which constitutes an event of default under any agreement arising under or in connection with the Credit Agreement and the Security (as defined in the Credit Agreement) in effect from time to time between the Debtor and the Agent (an "**Event of Default**"). Upon the occurrence and during the continuation of an Event of Default, the Agent may exercise all rights and remedies in respect of the Trademarks which are available at law (specifically including all rights and remedies of a secured party under the *Personal Property Security Act* (Ontario)).
  4. The Debtor irrevocably constitutes and appoints the Agent and each of its authorized agents from time to time as the true and lawful attorney of the Debtor with power of substitution in the name of the Debtor, upon the occurrence and during the continuation of an Event of Default, to: endorse the name of the Debtor on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademarks; take any other actions with respect to the Trademarks as the Agent deems to be in its best interest, including without limitation, the realization or collection of all or any income, damages or payments related thereto; grant or issue any exclusive or non-exclusive license or sublicense under the Trademarks; or assign, pledge, convey or otherwise transfer title in or

dispose of the Trademarks to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Agent may determine as permitted by law and whether or not the Agent has taken possession of the Trademarks.

5. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Debtor agrees that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of Ontario and the Debtor hereby accepts and irrevocably submits to the jurisdiction of the said Courts and acknowledges their competence and agrees to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Agent to bring or initiate proceedings against the Debtor or any other person elsewhere.
6. From time to time, at the request of the Agent, the Debtor shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Agent may reasonably request in order to create, preserve, perfect, validate or otherwise protect the Security Interest, to enable the Agent to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.

7. **IN WITNESS WHEREOF**, this Agreement has been executed by the Debtor this 22<sup>nd</sup> day of September, 2008.

**GLOBALIVE COMMUNICATIONS CORP.**

By:   
Name: SIMON LOCKIE  
Title: CHIEF LEGAL OFFICER

By: \_\_\_\_\_  
Name:  
Title:


Schedule "A"

**REGISTERED TRADEMARKS**

**Globalive Communications Corp.**

Canada

Globalive	TMA578,599
Assemble	TMA603,849
InterClear	TMA624,147
My Lucky Number	TMA614,334
Lucky Number	TMA614,573
Lucky	TMA614,436

<p>TRAVELTALK</p>	<p>ALLOWED App No.:1314340 FD: 2006-08-22</p>	<p>Voice Over Internet Protocol telecommunications services.</p>
 <p><b>CANOPCO</b> CANOPCO &amp; DESIGN</p>	<p>SEARCHED App No.:1368045 FD: 2007-10-18</p>	<p><b>Wares:</b> (1) Telecommunications Wares for Hospitality Industry: Modems, Voice over Internet Protocol (VoIP) gateways for Internet Protocol (IP) outbound dialing services, remote control hardware for premium cable television services, internet-enabled kiosks, payphone units, various non-residential telephone models, pre-paid calling cards for long distance call, liquid crystal display and cathode ray tube television units. <b>Services:</b> (1) Telecommunications Services for Hospitality Industry: internet service, Internet Protocol (IP) long distance solutions, single and multi-site wireless network solutions, premium cable television services, multi-lingual operator services, routing and billing of calling cards, collect, credit card and 3rd party telephone calls, traditional long distance services, internet-enabled kiosks for guest use, prepaid teleconferencing services, T1 and PRI data connections, traditional local line services, billing and support services in respect thereof.</p>

Canopco	SEARCHED App No.:1368039 FD: 2007-10-18	<b>Wares:</b> (1) Telecommunications Wares for Hospitality Industry: Modems, VoIP gateways for IP outbound dialing services, remote control hardware for premium cable television services, internet-enabled kiosks, payphone units, various non-residential telephone models, pre-paid calling cards for long distance call, liquid crystal display and cathode ray tube television units. <b>Services:</b> (1) Telecommunications Services for Hospitality Industry: internet service, IP long distance solutions, single and multi-site wireless network solutions, premium cable television services, multi-lingual operator services, routing and billing of calling cards, collect, credit card and 3rd party telephone calls, traditional long distance services, internet-enabled kiosks for guest use, prepaid teleconferencing services, T1 and PRI data connections, traditional local line services, billing and support services in respect thereof.
Home Country Direct	FORMALIZED App No.:1381444 FD: 2008-01-31	Telecommunications Services: international telephony services, billing and technical support services in respect thereof.
SHAMBA foundation	SEARCHED App No.:1368040 FD: 2007-10-18	Event Coordination Services: donation of venue space for charitable events and fundraisers, general event coordination, sponsorship coordination for food, drink, media, photography, entertainment related to events being held, creation and distribution of marketing and promotional materials for events being held.

United States

Freefone

Serial #: 75133153; reg. # 2578929

UNREGISTERED TRADEMARKS

**Globalive Communications Corp.**

Canada

**Trademark**

OneBill

In Good Company

**Date of First Use**

April 1, 2006

June 1, 2008

Room to Give  
we are one  
Friends of SHAMBA

July 1, 2007  
January 1, 2008  
April 1, 2008

United States

None.