

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
i2 Telecom International, Inc.		08/03/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	i2Telecom IP Holdings, Inc.
Street Address:	430 N. Carroll Avenue, Suite 120
City:	Southlake
State/Country:	TEXAS
Postal Code:	76092
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77344365	MYGLOBALTALK
Serial Number:	77175343	I2BRIDGE
Registration Number:	2977008	I2TELECOM
Registration Number:	2977004	I2TELECOM
Registration Number:	3170993	GLOBALTALK NETWORK. ANYONE. ANYWHERE. ANYTIME.
Registration Number:	3175054	VOICE STICK
Registration Number:	2961082	INTERNET TALKER
Registration Number:	2953865	INTERNET TALKER

CORRESPONDENCE DATA

Fax Number: (512)327-5575
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 512-327-5515
 Email: gwilliams@tligiplaw.com
 Correspondent Name: Toler Law Group
 Address Line 1: 8500 Bluffstone Cove, Suite A201

900143059

**TRADEMARK
 REEL: 004060 FRAME: 0475**

CH \$215.00 77344365

Address Line 4: Austin, TEXAS 78759

ATTORNEY DOCKET NUMBER:

I2TELECOM TM ASSIGNMENTS

NAME OF SUBMITTER:

Genevieve Williams

Signature:

/Genevieve Williams/

Date:

09/14/2009

Total Attachments: 3

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ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

This **ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS** is made as of the ^{30th} day of June, 2009, by i2 Telecom International, Inc., a Delaware corporation (the “**Assignor**”), to i2Telecom IP Holdings, Inc., a Delaware corporation (the “**Assignee**”).

RECITAL

WHEREAS, Assignee has acquired all of the Assignor’s right, title and interest in and to the Marks (hereinafter defined), pursuant to that certain Contribution Agreement dated as of June ^{30th}, 2009 (the “**Contribution Agreement**”) by and between Assignee and Assignor; and

WHEREAS, pursuant to the Contribution Agreement, the Assignor has agreed to execute and deliver such other instruments of assignment and transfer as Assignee may reasonably request to vest in Assignee good and marketable title to the acquired intellectual property, including the Marks (hereinafter defined), free and clear of all liens; and

WHEREAS, in accordance with the Contribution Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, the service marks, trademarks, service mark and trademark applications, service mark and trademark registrations and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “**Marks**”).

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service Marks and Trademarks, 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 said 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 said Assignor had this Assignment of Service Marks and Trademarks not been made. The parties shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this agreement, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this assignment.

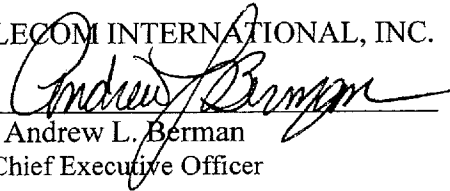
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

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IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks as of the date first above written.

ASSIGNOR

i2 TELECOM INTERNATIONAL, INC.

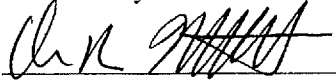
By: 
Name: Andrew L. Berman
Title: Chief Executive Officer

[SEAL]

State of TEXAS)
) ss.:
County of TARRANT)

On this 3 day of August, 2009, before me personally appeared Andrew L. Berman, of i2 Telecom International, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public



SCHEDULE A

TRADEMARK APPLICATIONS/REGISTRATIONS

<u>MARK</u>	<u>APPLICATION/REGISTRATION NUMBER</u>
MyGlobalTalk™	77/344,365
I2BRIDGE™	77/175,343
I2TELECOM®	2,977,008
I2TELECOM®	2,977,004
GLOBAL TALK NETWORK. ANYONE. ANYWHERE. ANYTIME®	3,170,993
VOICE STICK®	3,175,054
INTERNET TALKER®	2,961,082
INTERNET TALKER®	2,953,865