

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
Adeptio Funding, LLC		12/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
Adeptio Funding Parallel, LLC		12/15/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Bank: OHIO

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2637716	UNIFIED INFORMATION
Registration Number:	2658604	WELCOME TO OUR WIRELESS WORLD
Registration Number:	2768131	WIREFLY
Registration Number:	2869870	POINT.COM
Registration Number:	2843311	POINT.COM
Registration Number:	2948952	POWERED BY INPHONIC
Registration Number:	2882387	STARBOX
Registration Number:	2991879	WE DELIVER CELLULAR
Registration Number:	2630092	INPHONIC
Registration Number:	2639600	REASON
Registration Number:	2493077	REASON

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Registration Number:	2470822	W-TRADE
Registration Number:	2592865	MATCH
Registration Number:	2566727	GADGETSPACE
Registration Number:	2595837	AVESAIR
Registration Number:	2481589	SIMPLEMOBILE
Registration Number:	2518245	SIMPLEXITY
Registration Number:	2528160	SIMPLEXITY.COM
Registration Number:	2604395	THE NEW WAY TO CHOOSE TELECOMMUNICATIONS
Registration Number:	3052535	VMC
Registration Number:	3052534	VMC SATELLITE
Registration Number:	2939540	FONCENTRAL.COM
Registration Number:	2939539	MOBILECITYDIRECT
Serial Number:	78974702	U-DOO
Serial Number:	78974699	U-DOO
Serial Number:	78974696	U-DOO
Serial Number:	78958868	U-DOO
Serial Number:	78958719	U-DOO
Serial Number:	78958710	U-DOO
Serial Number:	78767905	MFLY
Serial Number:	78760429	WIREFLY
Serial Number:	78760468	JOE MOBILE
Serial Number:	78760470	JOE MOBILE
Serial Number:	77133272	1010 INTERACTIVE
Serial Number:	77188705	CELLULAR CHOICES
Serial Number:	77235162	A1 WIRELESS
Serial Number:	77235143	A 1 WIRELESS

CORRESPONDENCE DATA

Fax Number: (312)577-8816
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 210196-21

NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	12/15/2009
Total Attachments: 8 source=Assignment of Security Interest in Trademarks#page1.tif source=Assignment of Security Interest in Trademarks#page2.tif source=Assignment of Security Interest in Trademarks#page3.tif source=Assignment of Security Interest in Trademarks#page4.tif source=Assignment of Security Interest in Trademarks#page5.tif source=Assignment of Security Interest in Trademarks#page6.tif source=Assignment of Security Interest in Trademarks#page7.tif source=Assignment of Security Interest in Trademarks#page8.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Assignment of Security Interest in Trademarks, dated as of December 15, 2009 (this "Assignment"), is made by and among ADEPTIO FUNDING, LLC, ADEPTIO FUNDING PARALLEL, LLC (referred to herein collectively as "Adeptio") and FIFTH THIRD BANK ("FTB").

RECITALS

WHEREAS, Simplexity, LLC, a Delaware limited liability company ("Simplexity"), Adeptio INPC Holdings, LLC, a Delaware limited liability company ("Holdings," Holdings, together with Simplexity are referred to herein collectively as "Borrower"), and Adeptio are parties to that Security Agreement dated as of December 21, 2007 and recorded on December 21, 2007 in Reel 3683, Frame 0763 (as the same may be amended, restated or modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower granted to Adeptio a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademarks, including those trademarks referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain agreements between Adeptio and FTB, Adeptio assigned to FTB all of their respective interests and obligations as lenders, in each case, under the Security Agreement and certain other agreements, including, without limitation, that certain Credit Agreement dated as of December 21, 2007 (as amended, the "Loan Agreement") among Borrower and Adeptio, as amended and restated, without constituting a novation, by that certain Amended and Restated Credit Agreement dated as of the date hereof between Simplexity and FTB;

WHEREAS, FTB has agreed to accept the assignment of all of the interests of Adeptio as lender under the Loan Agreement from Adeptio;

WHEREAS, the parties hereto desire to execute this Assignment for the purposes of (i) assigning Adeptio's security interest in the Borrower's Trademarks and all other interests of Adeptio in the Security Agreement to FTB and (ii) evidencing such assignment of such security interest and other interests in the Security Agreement in any filing office where the Security Agreement was filed.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FTB and Adeptio hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement.
2. Assignment. In connection with the assignments from Adeptio to FTB, Adeptio does hereby assign and transfer all of its interests in, to and under the Security Agreement, and

all obligations of Adeptio thereunder, to FTB. FTB hereby accepts such assignment and assumes all obligations of Adeptio under the Security Agreement. The execution and delivery of this Assignment shall not in any way affect or modify the liability of Borrower under the Security Agreement hereby assigned, and, notwithstanding this Assignment, all of the obligations of Borrower under the Security Agreement shall be and remain enforceable by FTB, or by its successors and assigns, against Borrower. All references to "Secured Parties" in the Security Agreement shall hereinafter refer to FTB.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section and Subsection titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Purpose. This Assignment has been executed and delivered by each party hereto for the purpose of recording the assignment of security interest referenced herein with the United States Patent and Trademark Office.

6. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Choice of Law. This Assignment shall be construed in accordance with, and be governed by, the laws of the State of Illinois, without regard to its choice of law principles.

8. Counterparts. This Assignment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

ADEPTIO FUNDING, LLC

By: RF French

Name: Raymond French
Title: Authorized Signatory

ADEPTIO FUNDING PARALLEL, LLC

By: RF French

Name: Raymond French
Title: Authorized Signatory

FIFTH THIRD BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

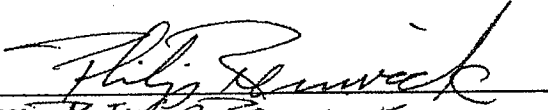
ADEPTIO FUNDING, LLC

By: _____
Name:
Title:

ADEPTIO FUNDING PARALLEL, LLC

By: _____
Name:
Title:

FIFTH THIRD BANK

By: 
Name: PHILIP KENWICK
Title: VICE PRESIDENT

ATTACHMENT 1
U.S. FEDERAL TRADEMARKS

[To Be Attached]

INTELLECTUAL PROPERTY SCHEDULE

U.S. PATENTS

Country	Title	Application No./ Filing Date	Patent No./ Issue Date
USA	Systems, methods, and computer program products for registering wireless device users in direct marketing campaigns	10/017,355 12/14/2001	7,162,221 1/9/2007
USA	Systems and methods for aggregating buyers for the purchase of telecommunications services via a network	09/390,025 9/3/1999	7,076,447 7/11/2006
USA	Systems and methods for employing "pay-as-you-go" telecommunications services	10/337,301 1/7/2003	7,013,127 3/14/2006
USA	Virtual private wireless network	09/777,046 2/5/2001	6,618,763 9/9/2003

U.S. PATENT APPLICATIONS

Country	Title	Application No./ Filing Date
USA	System and method for identifying an alternative provider of telecommunications services	11/156,977 6/20/2005
USA	System and methods for monitoring "pay-as-you-go" telecommunications services	11/270,965 11/11/2005
USA	System and method for rating alternative solutions	10/975,721 10/28/2004
USA	Unpublished	10/606,672 6/26/2003
USA	Transaction execution system interface and enterprise system architecture thereof	10/455,692 6/6/2003
USA	Method and system for short message service (sms) transactions for wireless devices	10/420,074 4/22/2003
USA	Certification and activation of used phones on a wireless carrier	10/389,899 3/18/2003
USA	Systems, methods and computer program products for integrating advertising within web content	09/922,348 8/3/2001
USA	Systems, methods and computer program products for facilitating display of content within application programs executing on electronic devices	09/860,401 5/18/2001
USA	Unpublished	09/425,739 10/22/1999
USA	Unpublished	09/390,026 9/3/1999

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
UNIFIED INFORMATION	2,637,716	10/15/02
WELCOME TO OUR WIRELESS WORLD	2,658,604	12/10/02
WIREFLY	2,768,131	9/23/03
Pont @COM	2,869,870	8/3/04
Pont @COM	2,843,311	5/18/04
POWERED BY INPHONIC	2,948,952	5/10/05
STARBOX	2,882,387	9/7/04
WE DELIVER CELLULAR	2,991,879	9/6/05
INPHONIC	2,630,092	10/8/02
REASON	2,639,600	10/22/02
REASON	2,493,077	9/25/01
W-TRADE	2,470,822	7/24/01
MATCH	2,592,865	7/9/02
GADGETSPACE	2,566,727	5/7/02
AVESAIR	2,595,837	7/16/02
SIMPLEMOBILE	2,481,589	8/28/01
SIMPLEXITY	2,518,245	12/11/01
SIMPLEXITY.COM	2,528,160	1/8/02
THE NEW WAY TO CHOOSE TELECOMMUNICATIONS	2,604,395	8/6/02
VMC	3,052,535	1/31/06
VMC Satellite	3,052,534	1/31/06
FONCENTRAL.COM	2,939,540	4/12/05
MOBILECITYDIRECT	2,939,539	4/12/05

U.S. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date
U-DOO	78/974,702	9/14/06
U-DOO	78/974,699	9/14/06
U-DOO	78/974,696	9/14/06
U-DOO	78/958,868	8/23/06
U-DOO	78/958,719	8/23/06
U-DOO	78/958,710	8/23/06
MFLY	78/767,905	12/6/05
WIREFLY	78/760,429	11/23/05

Trademark	Application Number	Application Date
JOE MOBILE	78/760,468	11/23/05
JOE MOBILE	78/760,470	11/23/05
1010 INTERACTIVE	77/133,272	3/16/07
CELLULAR CHOICES	77/188,705	5/23/07
A 1 WIRELESS	77/235,162	7/20/07
A 1 WIRELESS	77/235,143	7/20/07

REGISTERED COPYRIGHTS

Country	Reg. No.	Title
U.S.	VA 1-302-794	First month free, up to 4 TVs.
U.S.	TX 5-455-359	VMC Satellite brought to you by VMCWireless.com
U.S.	TX 6-064-947	DVD giveaway program rules
U.S.	TXu 747-536	Did we goof test?