

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Comtel Telecom Assests LP		08/02/2010	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Matrix Telecom, Inc.
<b>Street Address:</b>	360 North Crescent Drive, South Building
<b>Internal Address:</b>	c/o Platinum Equity Advisors, LLC
<b>City:</b>	Beverly Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90210
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	2386640	10-10-636
Registration Number:	2401084	10-10-811
Registration Number:	2386639	10-10-818
Registration Number:	1916838	10297
Registration Number:	2314785	5TIME
Registration Number:	2449543	9TALK
Registration Number:	2220202	CLEAR CHOICE COMMUNICATIONS
Registration Number:	2235396	CLEAR N' DIRECT
Registration Number:	2215397	DIME DEAL
Registration Number:	2744810	EMERITUS
Registration Number:	2772549	EMERITUS COMMUNICATIONS
Registration Number:	2726133	EXCEL
Registration Number:	1648364	EXCEL

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**900168396**

**TRADEMARK  
 REEL: 004252 FRAME: 0449**

Registration Number:	3260713	EXCEL
Registration Number:	2849104	EXCEL ECARD
Registration Number:	2296313	FIVELINE
Registration Number:	2759480	HELLOLINE
Registration Number:	2504866	ONE CHOICE
Registration Number:	2515300	1 ONE CHOICE
Registration Number:	1823226	PENNY EXPRESS
Registration Number:	1791921	TOLLSAVER
Registration Number:	1791919	TOLLSAVER PLUS
Registration Number:	2608568	V
Registration Number:	1791922	V
Registration Number:	2224433	VARTEC
Registration Number:	1791920	VARTEC TELECOM
Registration Number:	2250455	WORLDRATE

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Email: MinetteTayco@paulhastings.com  
Correspondent Name: Minette M. Tayco  
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Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	PLATINUM/COMTEL 39466.60
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	08/02/2010

Total Attachments: 5  
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## PATENT ASSIGNMENT

This Patent Assignment (this "*Assignment*") is made and entered into as of August 2, 2010 by and between Comtel Telcom Assets LP, a Texas limited partnership ("*Assignor*"), and Matrix Telecom, Inc., a Texas corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 13, 2010 (the "*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the patents and patent applications set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such patents and patent applications;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the patents and the patent applications set forth on Schedule A hereto (the "*Patents*"), the inventions disclosed therein, and all future patents that may issue from the Patents throughout the world, and all foreign counterparts, divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the preceding (collectively, "*Future Patents*"), and the right to claim priority to any of the preceding, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Patent and Future Patents, all claims for damages by reason of past, present and future infringements of the Patents and Future Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ISSUANCE OF FUTURE PATENTS.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the Future Patents to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. **ASSISTANCE.** Subject to Section 4, Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.

4. **RELATION TO ASSET PURCHASE AGREEMENT.** This Assignment is intended only to effect the transfer of the Patents and Future Patents, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Asset Purchase Agreement, except as expressly provided in Section 2 of this Assignment. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. **GENERAL.**

5.1 Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee.

5.2 Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the Schedules and Exhibits and other documents attached or referred to herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereof, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties, in respect to the subject matter contained herein. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

5.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

5.4 Governing Law. This Agreement is deemed to have been made in the State of New York, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of New York without reference to conflict of laws provisions thereunder.

5.5 Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the Asset Purchase Agreement.

5.6 Counterparts. This Assignment may be executed in facsimile or other electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**Assignor**

COMTEL TELCOM ASSETS LP,  
a Texas limited partnership

By: COMTEL ASSETS INC., its General Partner

By: \_\_\_\_\_

Name:

Title:

**Assignee**

MATRIX TELECOM, INC.,  
a Texas corporation

By:  \_\_\_\_\_

Name: **Eva M. Kalawski**

Title: **Vice President & Secretary**

*[Signature Page to Patent Assignment]*

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**Assignor**

COMTEL TELCOM ASSETS LP,  
a Texas limited partnership

By: COMTEL ASSETS INC., its General Partner

By: \_\_\_\_\_

Name: *Terry on*

Title: *Authorized Signatory*

**Assignee**

MATRIX TELECOM, INC.,  
a Texas corporation

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Patent Assignment]*

**SCHEDULE A**

**PATENTS**

Patent Number	Title
U.S. Patent No. 6,636,486	System, method and apparatus for monitoring and analyzing traffic data from manual reporting switches
U.S. Patent No. 6,085,171	Order entry system for changing communication service
Canada Patent No. 2,361,444	Order entry system for changing communication service