

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TALKBACK, INC.	FORMERLY FKA SPEAKEASY, INC.	10/01/2010	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPEAKEASY BROADBAND SERVICES, LLC		
<b>Street Address:</b>	2220 O'TOOLE AVENUE		
<b>Internal Address:</b>	C/O COVAD COMMUNICATIONS GROUP, INC.		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3031837	BROADBAND FOR OPEN MINDS	
Registration Number:	3323238	EASYVOICE	
Registration Number:	3031691	ONELINK	
Registration Number:	2786907	SPEAKEASY	
Registration Number:	2676297	SPEAKEASY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)830-8743		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-680-6400		
<b>Email:</b>	kimberley.lathrop@bingham.com		
<b>Correspondent Name:</b>	BINGHAM MCCUTCHEN LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071		

**CH \$140.00 3031837**

ATTORNEY DOCKET NUMBER:	3207192.330819
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	10/01/2010
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and entered into on October 1, 2010 by and between Talkback, Inc., formerly known as Speakeasy, Inc., a Washington corporation (“*Assignor*”), and Speakeasy Broadband Services, LLC, a Nevada limited liability company (“*Assignee*”).

WHEREAS, Assignor and Assignee are parties to that certain Transfer Agreement dated August 25, 2010 (the “*Transfer Agreement*”), pursuant to which Assignor transferred, conveyed, assigned and delivered to Assignee and Assignee acquired and accepted from Assignor various assets, including without limitation, the trademarks and trademark applications and registrations listed on Schedule A attached hereto (the “*Trademarks*”), and the goodwill of the business associated therewith; and

WHEREAS, in order to further evidence the conveyance, transfer and assignment of Assignor’s right, title and interest in and to the Trademarks and the goodwill and all rights associated therewith, Assignor and Assignee desire to enter into this Assignment;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Transfer 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 grants, conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the Trademarks and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and 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 Trademarks, all claims for damages by reason of past, present and future infringements or unauthorized uses of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws of 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. Registration. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various affected jurisdictions to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

3. Relation to Transfer Agreement. This Assignment is intended only to further evidence the transfer of the Trademarks, 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 Transfer Agreement, except as expressly provided in Section 2 of this Assignment. In the event of any conflict or inconsistency between

the terms of the Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall govern.

4. General.

4.1 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.

4.2 Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the Schedules and Exhibits, the Purchase Agreement, dated June 8, 2010, by and among the parties hereto and certain of their affiliates, and the other documents attached or referred to herein and therein, which form a part hereof and thereof, embody 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 conveyance, transfer of the Trademarks and the goodwill and all rights associated therewith. 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.

4.3 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 either party without the prior written consent of the other party, and any such purported assignment without such consent shall be void.

4.4 Governing Law. This Assignment is deemed to have been made in the State of Delaware, 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 Delaware without reference to conflict of laws provisions thereunder.

4.5 Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the Transfer Agreement.

4.6 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, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

ASSIGNOR:

TALKBACK, INC

By: 

Name: Glen Swanson

Title: Sr. Business Customer Sup

ASSIGNEE:

SPEAKEASY BROADBAND SERVICES, LLC

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

Name:

Title:

*[Signature Page to Trademark Assignment]*

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**TRADEMARK**  
**REEL: 004288 FRAME: 0916**

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

ASSIGNOR:

TALKBACK, INC.

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

Name:

Title:

ASSIGNEE:

SPEAKEASY BROADBAND SERVICES, LLC

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

Name: Douglas Carlen

Title: Secretary

**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Reg. No.</u></b> <b><u>(App. No.)</u></b>	<b><u>Reg. Date</u></b> <b><u>(App. Date)</u></b>	<b><u>Status/ Comments</u></b>
BROADBAND FOR OPEN MINDS	US	3031837 (78487568)	12/20/2005 (9/22/2004)	Registered
EASYVOICE	US	3323238 (77105587)	10/30/2007 (2/12/2007)	Registered
ONELINK	US	3031691 (78444120)	12/20/2005 (6/30/2004)	Registered
SPEAKEASY	CTM	6428651 (6428651)	4/28/2010 (11/12/2007)	Registered
SPEAKEASY	US	2786907 (76141700)	11/25/2003 (10/5/2000)	Registered
SPEAKEASY	US	2676297 (76141402)	1/21/2003 (10/5/2000)	Registered

**U.S. State Trademark Registrations**

None.