

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
Oblivio Telecom, Inc.		10/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hawaii Global Exchange, Inc.		
Doing Business As:	DBA Pacific Telecard & Wireless		
Street Address:	333 Queen Street, Suite 600		
City:	Honolulu		
State/Country:	HAWAII		
Postal Code:	96813		
Entity Type:	CORPORATION: HAWAII		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77119503	HELLO ASIA	
Registration Number:	3361518	HELLO ASIA	
CORRESPONDENCE DATA			
Fax Number:	(808)529-0988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8083567800		
Email:	markn@tpactel.com		
Correspondent Name:	Mark Nakatsukasa		
Address Line 1:	333 Queen Street, Suite 600		
Address Line 4:	Honolulu, HAWAII 96813		
NAME OF SUBMITTER:		Mark Nakatsukasa	
Signature:		/Mark Nakatsukasa/	
Date:		03/07/2011	

OP \$65.00 77119503

Total Attachments: 5

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AGREEMENT & ASSIGNMENT OF TRADEMARK

THIS AGREEMENT AND ASSIGNMENT OF TRADEMARK ("Agreement") is made as of the 29th day of October, 2010, BY AND BETWEEN Oblio Telecom, Inc., a Delaware corporation ("Assignor") AND Hawaii Global Exchange, Inc., a Hawaii Corporation ("Assignee")

WHEREAS:

- A. Assignor and Assignee have entered into a Settlement Agreement and Mutual Release in settlement of *Oblio Telecom, Inc. v. Hawaii Global Exchange, Inc. et al.*, Cause No. 3:08-CV-0120-K which was consolidated with Cause No. 3:08-CV-0664-K (the "Settlement Agreement").
- B. Assignor is the owner of all right, title and interest in and to the trademark "HELLO ASIA" for prepaid phone cards, which trademark is registered on the Principal Register at the United States Patent and Trademark Office, Reg. No. 3,361,518, together with the good will of that part of the business connected with the use of and symbolized by the trademark in connection with the aforementioned goods or services ("Trademark").
- C. As part of the Settlement Agreement, Assignor and Assignee have agreed that Assignee shall acquire all of Assignor's right, title and interest in and to the Trademark.
- D. Assignor and Assignee have agreed that Assignor shall assign to Assignee all of Assignor's right, title and interest in and to the Trademark together with that part of the good will of the business connected with the use of and symbolized by the Trademark and all rights appurtenant to the Trademark, and that Assignee will accept said assignment.

NOW, THEREFORE, it is hereby agreed by and between Assignor and Assignee for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, as follows:

1. The above recitals are hereby incorporated by reference and shall not be treated as mere recitals.
2. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all of its right, title and interest in the Trademark together with that part of the good will of the business connected with the use of and symbolized by the Trademark, as well as the above referenced registration of the Trademark and ownership of the registration of the Trademark, as well as all rights appurtenant thereto (collectively, the "Assignment"), including but not limited to
any and all rights to use the Trademark, and to sue for future trademark infringement or misappropriation, unfair competition and all other claims, income, royalties, money due, damages, or injunctive relief connected or associated with the Trademark, as well as any and all future rights to file and prosecute opposition or cancellation proceedings, and to seek extensions of time relating thereto, based on, connected with or associated with the Trademark, rights to renew the registration of the Trademark, and all other rights whatsoever future connected, or associated with, or based on, the Trademark at law, in equity, pursuant to statute or otherwise.
3. Assignor will do all such acts and execute all such documents as may be necessary or appropriate for securing, completing and vesting in Assignee full right, title and interest in the Trademark and rights described above, and in conjunction with the other transfers made under this Assignment, will assign and deliver all artwork materials, and registration documentation as well as any other materials or document files reasonably related to the exploitation, protection, enforcement and renewal of the Trademark that are in Assignor's possession or control.
4. Assignee individually, jointly and on behalf of its respective predecessors, successors, parents, subsidiaries, licensees, affiliates, assigns, and trustees, and the officers, directors, employees and agents hereby releases and forever discharges Assignor, and each of the its predecessors, successors, parents, subsidiaries, licensees, affiliates, assigns, and trustees, officers, directors, employees and agents from all debts, obligations, promises,

covenants, agreements, contracts, controversies, suits, actions, causes of action, trespasses, violations of law, judgments, damages, claims or demands, causes or things whatsoever, against the other, whether known or unknown, whether in law or equity, which Assignee had or may have against Assignor or any of the foregoing by reason of, based upon or arising out of the use of the Trademark, beginning from any time whatsoever up to and including the date of execution of this Agreement (the "Released Claims"). Assignee further covenants not to sue Assignor or its respective predecessors, successors, parents, subsidiaries, licensees, affiliates, assigns, and trustees, and the officers, directors, employees, and agents with respect to any of the Released Claims, except to otherwise enforce the Assignment of the Trademark.

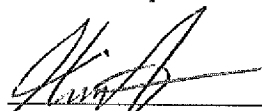
5. Assignor, individually, jointly and on behalf of its respective predecessors, successors, parents, subsidiaries, licensees, affiliates, assigns, and trustees, and the officers, directors, employees and agents hereby releases and forever discharges Assignee, and each of the its predecessors, successors, parents, subsidiaries, licensees, affiliates, assigns, and trustees, officers, directors, employees and agents from all debts, obligations, promises, covenants, agreements, contracts, controversies, suits, actions, causes of action, trespasses, violations of law, judgments, damages, claims or demands, causes or things whatsoever, against the other, whether known or unknown, whether in law or equity, which Assignor had or may have against Assignee or any of the foregoing by reason of, based upon or arising out of the use of the Trademark, beginning from any time whatsoever up to and including the date of execution of this Agreement (the "Released Claims"). Assignor further covenants not to sue Assignee or its respective predecessors, successors, parents, subsidiaries, licensees, affiliates, assigns, and trustees, and the officers, directors, employees, and agents with respect to any of the Released Claims, except to otherwise enforce the Assignment of the Trademark.
6. This Agreement shall be exclusively governed by and construed according to the laws of the State of Texas and the laws of the United States where applicable, except that any conflicts of law rule requiring reference to the laws of another jurisdiction shall be

disregarded. Venue for determination of any dispute arising under or related to this Agreement shall lie exclusively in the United States District Court for the Northern District of Texas and the Honorable Paul D. Stickney, United States Magistrate Judge for the Northern District of Texas, or his designated successor, shall retain exclusive jurisdiction over all disputes, issues and claims arising out of or relating to this Agreement.

7. If any part or provision of this agreement is found invalid or unenforceable, such part or provision shall be severed and the remainder shall remain valid and enforceable according to its terms.
8. This agreement shall be binding upon and shall inure to the benefit of each of the parties, their respective successors and assigns.
9. The undersigned expressly warrant that they are duly and fully authorized to execute and enter into this agreement on behalf of the party on whose behalf they have executed this agreement below.

IN WITNESS WHEREOF the parties hereto have duly executed and delivered this Assignment of Trademark as of the day and year first above written, at Dallas, Texas.

Oblivio Telecom, Inc.
a Delaware Corporation

By: 
Kurt Jensen, President

Hawaii Global Exchange, Inc.
a Hawaii Corporation

By: _____
Mark Nakatsukasa, President

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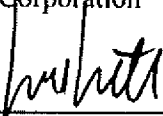
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