

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kare Distribution, Inc.		06/28/2011	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	TNW Corporation
<b>Street Address:</b>	1250 Broadway
<b>Internal Address:</b>	26 Fl
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10001
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3116759	100% GARANTIZADO
Registration Number:	3178522	TURBO
Registration Number:	3188228	GIRL TALK
Registration Number:	3238322	HAZ PATRIA
Registration Number:	3283669	GLADIADOR
Registration Number:	3372046	TECUENTO
Registration Number:	3420031	RANCHO GRANDE

**CORRESPONDENCE DATA**

Fax Number: (212)931-8693  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: rkraus@vivarocorp.com  
 Correspondent Name: Roberta Kraus  
 Address Line 1: 1250 Broadway  
 Address Line 2: 26 Fl

**900197222**

**TRADEMARK  
 REEL: 004584 FRAME: 0611**

**OP \$190.00 3116759**

Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:

Roberta Kraus

Signature:

/Roberta Kraus/

Date:

07/18/2011

Total Attachments: 5

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective the 28th day of June, 2011 is made and entered into by and between STi Prepaid, LLC, a Delaware limited liability company ("STi"), Epana Networks, Inc., a Delaware corporation ("Epana"), Kare Distribution, Inc., a Delaware corporation ("Kare"), all having a place of business at 1250 Broadway 26<sup>th</sup> Floor, New York, NY 10001 (STi, Epana and Kare collectively referred to as "Assignors"), and TNW Corporation, a Delaware corporation having a place of business at 1250 Broadway 26<sup>th</sup> Floor, New York, NY 10001 ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignors are the owner of the trademarks, trademark registrations, and trademark applications set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignors and Assignee are parties to that certain Assignment and Assumption Agreement dated June 28, 2011 (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement);

WHEREAS, pursuant to the Assignment and Assumption Agreement, Assignors agreed to transfer, *inter alia*, all of Assignors' respective rights, titles and interests in and to the Trademarks and the goodwill of the business symbolized by the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective upon the Closing, Assignors hereby assigns to Assignee all of Assignors' right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. No Warranties. Except as expressly provided in the Purchase Agreement, Assignors makes no warranties, express or implied, with respect to the Trademarks.
3. Further Assurances. Assignors shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR – EPANA NETWORKS, INC.

By: Roberta Kraus  
Name: Roberta Kraus  
Title: Secretary

ASSIGNOR – STI PREPAID, LLC

By: Roberta Kraus  
Name: Roberta Kraus  
Title: Secretary

ASSIGNOR – KARE DISTRIBUTION, INC.

By: Roberta Kraus  
Name: Roberta Kraus  
Title: Secretary

ASSIGNEE – TNW CORPORATION

By: Roberta Kraus  
Name: Roberta Kraus  
Title: Secretary

SCHEDULE A

<u>Assignors</u>	<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Grant Date</u>
STi	EL PRESIDENTE PHONE CARD (Stylized)	U.S.A	85/092,683		July 26, 2010	
STi	LA JOYA PHONE CARD (Stylized)	U.S.A	85/093,561	3957113	July 27, 2010	May 10, 2011
STi	RICO RICO PHONE CARD (Stylized)	U.S.A	85/093,542	3957111	July 27, 2010	May 10, 2011
STi	CHULITA PHONE CARD (Stylized)	U.S.A	85/093,548	3957112	July 27, 2010	May 10, 2011
STi	I HOOT & OWL DESIGN (& Design)	U.S.A	77/897,981		December 21, 2009	
Epana	VIA COMMUNICATIONS GROUP	U.S.A	78/239,832	2921622	April 19, 2003	January 25, 2005
Epana	EL CHARRO MEXICANO	U.S.A	78/409,119	2946189	April 27, 2004	May 3, 2005
Epana	VOZ LATINA	U.S.A	78/409,120	2957333	April 27, 2004	May 31, 2005
Epana	REYNA	U.S.A	78/319,668	2908612	October 28, 2003	December 7, 2004
Epana	SDI AFRICAN SAFARI	U.S.A	78/432,406	2964292	June 9, 2004	June 28, 2005
Epana	MERO MACHO	U.S.A	78/431,324	2967120	June 7, 2004	July 12, 2005
Epana	MI CIUDAD	U.S.A	78/426,126	2967045	May 27, 2004	July 12, 2005
Epana	VCG COMMUNICATIONS	U.S.A	78/257,887	2973375	June 3, 2003	July 19, 2005
Epana	VCG MEXICO	U.S.A	78/257,464	2973369	June 3, 2003	July 19, 2005
Epana	VCG	U.S.A	78/239,833	2973225	April 19, 2003	July 19, 2005
Epana	VCG PREPAID	U.S.A	78/257,885	2973374	June 3, 2003	July 19, 2005
Epana	VCG LATINO	U.S.A	78/261,646	2973412	June 12, 2003	July 19, 2005
Epana	SIGO SIENDO EL REY	U.S.A	78/431,327	2985393	June 7, 2004	August 16, 2005
Epana	MERO MACHO	U.S.A	78/324,043	2993243	November 6, 2003	September 6, 2005
Epana	BANG! ASIA	U.S.A	78/448,008	2992375	July 8, 2004	September 6, 2005
Epana	BANG! ASIA	U.S.A	78/447,990	2994964	July 8, 2004	September 13, 2005

Epana	BANG! AFRICA	U.S.A	78/448,005	2992374	July 8, 2004	September 6, 2005
Epana	BANG! AFRICA	U.S.A	78/447,987	2994963	July 8, 2004	September 13, 2005
Epana	BANG! WORLD	U.S.A	78/448,001	2992373	July 8, 2004	September 6, 2005
Epana	BANG! WORLD	U.S.A	78/448,014	2994967	July 8, 2004	September 13, 2005
Epana	BANG! USA	U.S.A	78/448,011	2994966	July 8, 2004	September 13, 2005
Epana	BANG! USA	U.S.A	78/447,996	2994965	July 8, 2004	September 13, 2005
Epana	WGS	U.S.A	78/370,794	3001138	February 19, 2004	September 27, 2005
Epana	ORIZZONTE	U.S.A	78/420,248	3006644	May 17, 2004	October 11, 2005
Epana	VCG MEXICO	U.S.A	78/257,462	3030106	June 3, 2003	December 13, 2005
Epana	KARE	U.S.A	78/434,225	3086458	June 11, 2004	April 25, 2006
Epana	MI CUATE	U.S.A	78/416,971	3107777	May 11, 2004	June 20, 2006
Epana	DIGAME	U.S.A	78/434,127	3164583	June 11, 2004	October 31, 2006
Epana	DIGAME (Stylized)	U.S.A	78/434,124	3182506	June 11, 2004	December 12, 2006
Epana	BANG! MEXICO	U.S.A	78/460,230	3216308	August 2, 2004	March 6, 2007
Epana	KARE DISTRIBUTION (& Design)	U.S.A	78/436,372	3395738	June 16, 2004	March 11, 2008
Epana	VIA COMMUNICATIONS GROUP	U.S.A	78/239,832	2921622	April 19, 2003	January 25, 2005
Epana	SIGO SIENDO EL REY	U.S.A	78/341,688	2922995	December 16, 2003	February 1, 2005
Epana	EL CHARRO MEXICANO	U.S.A	78/409,119	2946189	April 27, 2004	May 3, 2005
Epana	VOZ LATINA	U.S.A	78/409,120	2957333	April 27, 2004	May 31, 2005
Epana	SDI AFRICAN SAFARI	U.S.A	78/432,406	2964292	June 9, 2004	June 28, 2005
Epana	MERO MACHO	U.S.A	78/431,324	2967120	June 7, 2004	July 12, 2005
Epana	LA MEXI MERA	U.S.A	78/252,942	2928285	May 22, 2003	February 22, 2005

Epana	LA MEXI MERA	U.S.A	78/252,948	2950032	May 22, 2003	May 10, 2005
Epana	EPANA	U.S.A	76/210,126	2584904	February 15, 2001	June 25, 2002
Epana	EPANA	U.S.A	78/051,311	2768089	March 4, 2001	September 23, 2003
Kare	100% GARANTIZADO (& Design)	U.S.A	78/640,308	3116759	May 31, 2005	July 18, 2006
Kare	TURBO	U.S.A	78/662,832	3178522	July 1, 2005	November 28, 2006
Kare	GIRL TALK	U.S.A	78/688,847	3188228	August 9, 2005	December 19, 2006
Kare	HAZ PATRIA	U.S.A	78/696,422	3238322	August 19, 2005	May 1, 2007
Kare	GLADIADOR	U.S.A	78/688,485	3283669	August 9, 2005	August 21, 2007
Kare	TECUENTO (& Design)	U.S.A	77/177,730	3372046	May 10, 2007	January 22, 2008
Kare	Rancho Grande	U.S.A	78/672357	3420031	July 18, 2005	April 29, 2008