

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------------------------|--|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | | Formerly | |
| Execution Date | | Entity Type | |
| Axesstel, Inc. | | CORPORATION: NEVADA | |
| 09/28/2012 | | | |
| RECEIVING PARTY DATA | | | |
| Name: | | Silicon Valley Bank | |
| Street Address: | | 3003 Tasman Drive | |
| City: | | Santa Clara | |
| State/Country: | | CALIFORNIA | |
| Postal Code: | | 95054 | |
| Entity Type: | | CORPORATION: CALIFORNIA | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | | Number | |
| Word Mark | | | |
| Serial Number: | | 78580871 | |
| AXESSTEL CONNECTING THE WORLD NOW | | | |
| Serial Number: | | 78580880 | |
| CONNECTING THE WORLD NOW | | | |
| Serial Number: | | 78462140 | |
| AXESS-TEL | | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | 8586385130 | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | | 858-677-1400 | |
| Email: | | susan.reynholds@dlapiper.com | |
| Correspondent Name: | | DLA PIPER LLP (US) | |
| Address Line 1: | | 4365 Executive Drive, Suite 1100 | |
| Address Line 4: | | San Diego, CALIFORNIA 92121 | |
| ATTORNEY DOCKET NUMBER: | | 354271-420 | |
| NAME OF SUBMITTER: | | Troy Zander | |

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| | |
|---|-----------------|
| Signature: | /s/ Troy Zander |
| Date: | 10/11/2012 |
| Total Attachments: 5 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and AXESSTEL, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

6815 Flanders Dr, Suite 210
San Diego, CA 92121

Attn: Patrick Gray

GRANTOR:

AXESSTEL, INC.

By: Patrick Gray

Title: CFO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: KD

Title: RELATIONSHIP MANAGER

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|--------------------------|
| None | | |

EXHIBIT B

Patents

| <u>Description</u> | <u>Patent/App. No.</u> | <u>File Date</u> |
|--|----------------------------|------------------|
| Wireless gateway | 10806762 | 3/22/04 |
| Integration of fixed wireless terminal with broadcast radio receiving devices | 11462800 | 8/7/06 |
| Establishing a connection using a hybrid receiver | 10456872 | 6/5/03 |
| Cordless wireless local loop phone | 10660127 | 9/10/03 |
| Integrating wireless telephone with external call processor | 11123450 | 5/6/05 |
| Integration of a wireless wide-area network (wan) data terminal with a network processor for interfacing with local-area network (lan) nodes | 11206961 | 8/18/05 |
| Using browser-controlled diagnostic channel to manage wireless data terminal devices | 11206962 | 8/18/05 |
| Communication management using ethernet interface | 11669604 | 1/31/07 |
| Communication terminal using ethernet interface | 11670808 | 2/2/07 |
| Wireless modem processor | 7043268 | 5/9/06 |
| Integration of fixed wireless terminal with broadcast radio receiving devices | 7107071 | 9/12/06 |
| Enhanced mobility wireless local loop phone | 7117007 | 10/3/06 |
| Enhanced mobility wireless local loop phone | 7363062 | 4/22/08 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial/Registration No.</u> | <u>File Date</u> |
|-----------------------------------|------------------------------------|------------------|
| AXESSTEL CONNECTING THE WORLD NOW | 78580871 | 3/4/05 |
| CONNECTING THE WORLD NOW | 78580880 | 3/4/05 |
| AXESS TEL | 78462140 | 8/4/04 |