

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
BA Telecom		10/26/2012	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	UVNV, Inc.		
Street Address:	21121 Lockhaven Circle		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92646		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85658706	AMERICA'S GSM NETWORK	
Serial Number:	85714446	ULTRAMOBILE	
Serial Number:	85658708	ULTRAMOBILE	
Serial Number:	85714439	ULTRA MOBILE	
Serial Number:	85714963	ULTRAMONEY	
Serial Number:	85714950	ULTRA MONEY	
Serial Number:	85594134	ULTRAVIOLET	
Serial Number:	85594133	ULTRAVIOLET	
Serial Number:	85594131	UV	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	lernst@bernsteinshur.com		

OP \$240.00 85658706

Correspondent Name: James F. Keenan, Jr.
Address Line 1: 100 Middle Street
Address Line 4: Portland, MAINE 04104

NAME OF SUBMITTER:	James F. Keenan, Jr.
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Signature:	/James F. Keenan, Jr./
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Date:	11/06/2012
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Total Attachments: 2
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ASSIGNMENT OF TRADEMARKS

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BA Telecom, an Nevada limited liability company ("Assignor"), hereby assigns, sells and conveys to UVNV, Inc., an California company with a place of business at 21121 Lockhaven Circle, Huntington Beach, CA 92646 ("Assignee"), Assignor's entire rights, title, and interests throughout the world in and to the Trademarks and the applications for registration thereof, together with the goodwill inuring thereto, together with all claims for damages by reason of infringement occurring prior to, on or following the date hereof, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors and assigns.

Further, and without limitation, Assignor assigns, sells and conveys to Assignee any and all rights of Assignor, express or implied, legal or equitable, in and to any licenses or use agreements relating to the Trademarks.

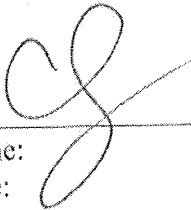
With respect to the assignment of the Trademarks, both of which are intent-to-use applications pursuant to Section 1(b) of the Trademark Act, 15 U.S.C §1051(b), Assignor acknowledges that Assignee is the successor to that portion of the business of Assignor to which the subject Trademarks pertain, which business is ongoing and existing, as contemplated under Section 10 of the Trademark Act, 15 U.S.C. § 1060.

The term "Trademarks" means the trade names, trademarks, service marks, logos and design elements set forth on Schedule A attached hereto and made a part hereof, and any and all derivations, variations and combinations thereof.

Assignor has caused this instrument to be executed as of October 26, 2012.

BA TELECOM, LLC

By: _____
Name:
Title:



UVNV, INC.

By: _____
Name:
Title:

