

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																																
NATURE OF CONVEYANCE:	SECURITY INTEREST																																
CONVEYING PARTY DATA																																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Impact Telecom, Inc.</td> <td></td> <td>05/31/2013</td> <td>CORPORATION: NEVADA</td> </tr> <tr> <td>MTAC Holding Corporation</td> <td></td> <td>05/31/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Americatel Corporation</td> <td></td> <td>05/31/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Matrix Telecom, Inc.</td> <td></td> <td>05/31/2013</td> <td>CORPORATION: TEXAS</td> </tr> <tr> <td>Startec Global Canadian Holding Company</td> <td></td> <td>05/31/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Matrix Telecom Of Virginia, Inc.</td> <td></td> <td>05/31/2013</td> <td>CORPORATION: VIRGINIA</td> </tr> <tr> <td>Wolverine Merger Corp.</td> <td></td> <td>05/31/2013</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Impact Telecom, Inc.		05/31/2013	CORPORATION: NEVADA	MTAC Holding Corporation		05/31/2013	CORPORATION: DELAWARE	Americatel Corporation		05/31/2013	CORPORATION: DELAWARE	Matrix Telecom, Inc.		05/31/2013	CORPORATION: TEXAS	Startec Global Canadian Holding Company		05/31/2013	CORPORATION: DELAWARE	Matrix Telecom Of Virginia, Inc.		05/31/2013	CORPORATION: VIRGINIA	Wolverine Merger Corp.		05/31/2013	CORPORATION: DELAWARE	
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Wolverine Merger Corp.		05/31/2013	CORPORATION: DELAWARE																														
RECEIVING PARTY DATA																																	
Name:	Main Street Capital Corporation																																
Street Address:	1300 Post Oak Boulevard, Suite 800																																
City:	Houston																																
State/Country:	TEXAS																																
Postal Code:	77056																																
Entity Type:	CORPORATION: MARYLAND																																
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Registration Number:	2378594	A
Registration Number:	2434457	A AMERICATEL
Registration Number:	2498626	AHORRE A LO GRANDE
Registration Number:	2576919	AMERICANET
Registration Number:	1892369	AMERICATEL
Registration Number:	2931065	AMERICATEL
Registration Number:	2913762	AMERICATEL
Registration Number:	2314351	AMERICATEL USA
Registration Number:	2759312	AMERICATEL, COMUNICAMOS AL MUNDO HISPANO
Registration Number:	2436723	AMERICATEL, SIEMPRE AL SERVICIO DE LOS H
Registration Number:	2747504	AMERICATEL, TELECOMUNICACIONES PARA TODO
Registration Number:	3339154	CELLCONNECT
Registration Number:	2681511	E MAGINE
Registration Number:	2764670	E-MAGINE
Registration Number:	2856192	E-MAGINE
Registration Number:	2721650	ESPECIALES 123 DEL 1010-123 DE AMERICATEL
Registration Number:	2350351	ESTART
Registration Number:	3313647	LÍNEA PAÍS AMERICATEL
Registration Number:	3219939	LÍNEAPAÍS
Registration Number:	3252618	POP
Registration Number:	2081019	STARTEC
Registration Number:	2492408	STARTEC
Registration Number:	3487027	STARTEC GLOBAL COMMUNICATIONS
Registration Number:	2682678	SU COMPANIA DE LARGA DISTANCIA
Registration Number:	2462090	TELECOMMUNICATIONS SOLUTIONS FOR THE AME
Registration Number:	2265163	TELIGENT
Registration Number:	2265162	TELIGENT
Registration Number:	2448370	UNIENDO AMERICA
Registration Number:	2530137	UNIENDO AMERICA A AMERICATEL
Registration Number:	2818041	UNIENDOAMERICA
Registration Number:	4060730	ZERO11 WIRELESS
Registration Number:	3184365	LA MEGA MINUTOS
Registration Number:	3202578	LA MEGA MINUTOS DE AMEXTEL
Registration Number:	3303026	AMERICATEL
Registration Number:	3389692	I INTERNET AMERICATEL

	3177745	HAPPY HOUR TELEFONICO DEL 1010-123 DE AM
Registration Number:	2916180	PLAN HABLA MAS DE AMERICATEL
Serial Number:	77959782	ZERO11 WIRELESS
Registration Number:	2386640	10-10-636
Registration Number:	2386639	10-10-818
Registration Number:	1916838	10297
Registration Number:	2220202	CLEAR CHOICE COMMUNICATIONS
Registration Number:	2235396	CLEAR N' DIRECT
Registration Number:	2215397	DIME DEAL
Registration Number:	2772549	EMERITUS COMMUNICATIONS
Registration Number:	2726133	EXCEL
Registration Number:	3260713	EXCEL
Registration Number:	2296313	FIVELINE
Registration Number:	1823226	PENNY EXPRESS
Registration Number:	1791921	TOLLSAVER
Registration Number:	1791919	TOLLSAVER PLUS
Registration Number:	1791922	V
Registration Number:	2224433	VARTEC
Registration Number:	1791920	VARTEC TELECOM
Registration Number:	2250455	WORLDRATE
Registration Number:	3154185	MATRIX AUTOPAY
Registration Number:	3148826	MATRIX BUSINESS TECHNOLOGIES
Registration Number:	1908833	MATRIX TELECOM
Registration Number:	3207689	MC MATRIXCOMMAND
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Registration Number:	3242489	MATRIX XPRESS
Registration Number:	3242487	MATRIX XTRA
Registration Number:	2401084	10-10-811
Registration Number:	2449543	9TALK
Registration Number:	1710435	TOUCH 1
Registration Number:	3027406	TRINSIC
Registration Number:	3230607	TRINSIC
Registration Number:	1648364	EXCEL
Registration Number:	2504866	ONE CHOICE
Registration Number:	2515300	1 ONE CHOICE

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CORRESPONDENCE DATA

Fax Number: 2148558200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Erin B. Roth

Address Line 1: 2200 Ross Avenue, Suite 2800

Address Line 2: Fulbright & Jaworski LLP

Address Line 4: Dallas, TEXAS 75201-2784

ATTORNEY DOCKET NUMBER:

11302122

NAME OF SUBMITTER:

Chris Andersen

Signature:

/Chris Andersen/

Date:

06/24/2013

Total Attachments: 38

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”), is made as of May 31, 2013, by each of IMPACT TELECOM, INC., a Nevada corporation (the “*Company*”), and each of the Company’s Subsidiaries from time to time party hereto (collectively with the Company, “*Grantors*” and each, individually, a “*Grantor*”), for the benefit of MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as administrative agent and collateral agent (in such capacity, together with any successor Agent under the Loan Agreement, “*Secured Party*”) for itself and the other Lenders (defined below).

RECITALS:

WHEREAS, the Company and its subsidiaries, as borrowers, each lender from time to time party thereto (collectively the “*Lenders*”), and Secured Party, as administrative agent and collateral agent for itself and the Lenders, have entered into that certain Loan Agreement of even date herewith (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “*Loan Agreement*”); and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the Lenders’ execution and delivery of the Loan Agreement and their agreement to extend credit to the Company and its subsidiaries pursuant to the Loan Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lenders to enter into the Loan Agreement and extend credit to the Company and its subsidiaries, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

Agreement means this Intellectual Property Security Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

Collateral has the meaning assigned to it in *Section 2* of this Agreement.

Copyrights means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in *Schedules A, B, and C* attached hereto.

Copyright License means any agreement material to the operation of any Grantor’s businesses, whether written or oral, providing for the grant by or to such

Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any thereof referred to in *Schedules A, B, and C* attached hereto.

“Excluded Property means (a) property owned by any Grantor that is subject to a purchase money Lien or a Capital Lease permitted under the Loan Agreement if the contractual obligation pursuant to which such Lien is granted (or such Capital Lease) prohibits or requires the consent of any Person (other than a Borrower or any of its Affiliated) that has not been obtained (except to the extent such prohibition is unenforceable pursuant to the provisions of Article 9 of the UCC), (b) any intent-to-use trademark application filed in the United States of America to the extent that, and solely during the period in which, the grant of a security therein would impair the validity and enforceability of such intent-to-use trademark application under applicable federal law, (c) any lease or license to any Grantor of Computer Hardware and Software or Intellectual Property or of any Contract or Governmental Authorization that expressly prohibits (which prohibition is enforceable under applicable law) the assignment thereof, and/or the grant of a security interest therein (except to the extent such prohibition is unenforceable pursuant to the provisions of Article 9 of the UCC), and (d) any contract, lease, license or other agreement which by its terms prohibits the granting of a security interest therein (except to the extent such prohibition is unenforceable pursuant to the provisions of Article 9 of the UCC); *provided, however*, that each Grantor will use commercially reasonable efforts to promptly obtain consent to the collateral assignment of the property described in clauses (c) or (d) and the granting of a security interest therein to Secured Party and, at such time such consent is obtained, the contract, lease, license or other agreement shall no longer be deemed “Excluded Property” and shall constitute “Collateral” hereunder, and provided, further, that notwithstanding the foregoing, the term “Collateral” shall include any and all Proceeds arising from such Excluded Property to the extent that the assignment or encumbering of such Proceeds is not subject to the same or similar prohibitions or restrictions.

Intellectual Property means all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of any Grantor’s businesses, as defined herein and/or referred to in *Schedules A, B, and C* attached hereto.

Invention means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of any Grantor’s businesses and developed by any Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent Application(s).

Know-how means any knowledge or information that is material to any Grantor’s business and that enables such Grantor to operate its business with the accuracy,

efficiency or precision necessary for commercial success, including, without limitation, any such knowledge or information referred to in ***Schedules A, B, and C*** attached hereto.

Other Proprietary Property means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like, including, without limitation, all such rights referred to in ***Schedules A, B, and C*** attached hereto.

Patents means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in ***Schedules A, B, and C*** attached hereto.

Patent License means any agreement material to the operation of any Grantor's business, whether written or oral, providing for the grant by or to such Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in ***Schedules A, B, and C*** attached hereto.

Proceeds means "proceeds," as such term is defined in Section 9-102(a)(65) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of any Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

Trade Secret means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value including, without limitation, any such information referred to in ***Schedules A, B, and C*** attached hereto.

Trademarks means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and general intangibles of like nature, and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of any Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in ***Schedules A, B, and C*** attached hereto.

Trademark License means any agreement, material to the businesses of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in **Schedules A, B, and C** attached hereto.

UCC means the Uniform Commercial Code as from time to time in effect in the State of Texas.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of each Grantor under the Loan Documents, each Grantor hereby assigns and grants to Secured Party for the ratable benefit of itself and the Lenders a continuing security interest in all of such Grantor's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Collateral**"), including but not limited to all Intellectual Property referred to **Schedules A, B, and C** attached hereto and all Proceeds and products of any and all of the Intellectual Property, *provided that*, notwithstanding the foregoing, "Collateral" shall not include Excluded Property.

3. Representations and Warranties Concerning the Intellectual Property. Each Grantor represents and warrants that:

(a) **Schedules A, B, and C** attached hereto include all Intellectual Property and Other Proprietary Property owned by such Grantor in its own name or as to which such Grantor has any colorable claim of ownership that are material to the business of such Grantor as of the date hereof.

(b) Such Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property and the Other Proprietary Property, and/or has the unrestricted right to use all such Intellectual Property and Other Proprietary Property pursuant to a valid license or other agreement.

(c) Such Grantor's rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All licenses, franchise agreements and other agreements conveying rights in and to the Intellectual Property and Other Proprietary Property are identified on **Schedules A, B, and C** attached hereto and are in full force and effect. Such Grantor is not in default under any such agreement, and, to the best knowledge of such Grantor, no event has occurred which might constitute a default by such Grantor under any such agreement.

(e) All of the Intellectual Property is free and clear of any and all Liens, security interests, options, licenses, pledges, assignments, encumbrances and/or agreements of any kind other than Permitted Liens, and such Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property.

(f) All prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of such Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest such Grantor with complete, unrestricted ownership rights therein.

(g) Such Grantor has not, within the three (3) months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) No proceedings have been instituted or are pending or, to such Grantor's knowledge, threatened that challenge such Grantor's rights to use the Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any of the Intellectual Property or such Grantor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any of the Intellectual Property.

(i) To the best of such Grantor's knowledge, the current conduct of such Grantor's business and such Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any third party in any way which could reasonably be expected to result in a material adverse effect. Except as set forth in ***Schedule D*** attached hereto, such Grantor is not aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which could reasonably be expected to result in a material adverse effect. Such Grantor is not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) Such Grantor is unaware of any infringement by any other party upon its Intellectual Property rights. Such Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any infringement by third parties of such Grantor's Intellectual Property rights or any theft of such Grantor's Other Proprietary Property at such Grantor's sole cost.

4. Covenants. Each Grantor covenants and agrees with Secured Party that, from and after the date of this Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Secured Party, and at the sole expense of Grantors, such Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the Liens created hereby. Such Grantor also hereby

authorizes Secured Party to file any such financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law, which financing or continuation statements may indicate the Collateral as "all assets of debtor," "the Collateral described in the Intellectual Property Security Agreement" or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or with greater detail, and contain any other information required by Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Such Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Permitted Liens and the Liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Such Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral except as permitted in the Loan Agreement.

(d) Such Grantor will advise Secured Party promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(e)

(i) Such Grantor (either itself or through licensees) will, except with respect to any Trademark that such Grantor shall reasonably determine is of immaterial economic value to it, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Secured Party shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Such Grantor will not, except with respect to any Patent that such Grantor shall reasonably determine is of immaterial economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Secured Party, such Grantor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment could reasonably be expected to result in a material adverse effect.

(iii) Such Grantor will promptly notify Secured Party if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(iv) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to Secured Party within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Secured Party, such Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby constitutes Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Such Grantor, except with respect to any Patent, Trademark or Copyright such Grantor shall reasonably determine is of immaterial economic value to it, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by such Grantor.

(vi) In the event such Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, in any material respect, such Grantor shall promptly notify Secured Party after it learns thereof and shall, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to such Grantor which determination such Grantor shall promptly report to Secured Party, promptly sue for infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright unless the costs thereof could reasonably be expected to be in excess of the values of such action.

(vii) If requested by Secured Party, such Grantor will furnish to Secured Party statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this Agreement and not identified on ***Schedules A, B, and C*** attached hereto, all transfers, assignments, licenses or sub-licenses of the Collateral by such Grantor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

(f) Such Grantor agrees that it will cause each of its domestic Subsidiaries that is created or acquired after the Closing Date, within five (5) days of such domestic Subsidiary's creation or acquisition by such Grantor, to execute and deliver a Joinder Agreement, agreeing to become a Grantor under this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon execution of such Joinder Agreement by each such domestic Subsidiary, such domestic Subsidiary shall become a Grantor for all purposes of this Agreement, will become a party to, and will be bound by all the terms of, this Agreement.

(g) At any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to Secured Party a Joinder Agreement (as provided in *clause (f)* above) or a counterpart of this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time after the occurrence, and during the continuation of, a Default in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate

action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, such Grantor hereby grants Secured Party the power and right, on behalf of such Grantor without notice to or assent by such Grantor, to do the following:

(i) at any time when any Default shall have occurred and is continuing in the name of such Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) at any time when any Default shall have occurred and is continuing, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and such Grantor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Liens of Secured Party thereon and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do. Such Grantor hereby ratifies all that said

attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Each Grantor also authorizes Secured Party, at any time and from time to time, during the continuance of a Default, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to the Grantors for any act or failure to act hereunder, except for their own gross negligence or willful misconduct (**REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES**) or failure to comply with mandatory provisions of applicable law.

6. Performance by Secured Party of Grantors' Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein and if Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the interest rate provided for in the Loan Agreement, shall be payable by Grantors to Secured Party on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if a Default shall occur and be continuing, then (a) all Proceeds received by the Grantors consisting of cash, checks and other cash equivalents shall be held by the Grantors in trust for Secured Party, segregated from other funds of the Grantors, and shall, forthwith upon receipt by any Grantor, be turned over to Secured Party in the exact form received by such Grantor (duly endorsed by such Grantor to Secured Party, if required), and (b) any and all such Proceeds received by Secured Party (whether from a Grantor or otherwise) shall promptly be applied by Secured Party against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in Section 7 the Security Agreement or as otherwise determined by Secured Party in its sole discretion.

8. Remedies Upon Default. Upon Default, Secured Party may pursue any or all of the following remedies, without any notice to any Grantor except as required below:

(a) Secured Party may give written notice of default to any Grantor, following which no Grantor shall dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Secured Party's prior written consent, even if such disposition is otherwise permitted hereunder or under any other Loan Document in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Secured Party may obtain a temporary restraining order or

other equitable relief to enforce any Grantor's obligation to refrain from so impairing Secured Party's Collateral.

(b) Secured Party may take possession of any or all of the Collateral. Each Grantor hereby consents to Secured Party's entry into any of such Grantor's premises to repossess Collateral, and specifically consents to Secured Party's forcible entry thereto as long as Secured Party causes no significant damage to the premises in the process of entry (drilling of locks, cutting of chains and the like do not in themselves cause "significant" damage for the purposes hereof) and provided that Secured Party accomplishes such entry without a breach of the peace.

(c) Secured Party may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least ten (10) days prior to sale. Secured Party may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Secured Party may elect, in its sole discretion. Secured Party may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Secured Party may exercise its Lien upon and right of setoff against any monies, items, credits, deposits or instruments that Secured Party may have in its possession and that belong to any Grantor or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Secured Party may exercise any right that it may have under any other Loan Document or otherwise available to Secured Party at law or equity.

9. Limitation on Duties Regarding Preservation of Collateral. Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Secured Party would deal with similar property for its own account. Neither Secured Party nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver: Cumulative Remedies. Secured Party shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Secured Party of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns; Interpretation. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and Secured Party, provided that any provision of this Agreement may be waived by Secured Party in a written letter or agreement executed by Secured Party or by facsimile transmission from Secured Party. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Secured Party and its successors and assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. Notices. Any and all notices, elections or demands permitted or required to be made under this Agreement must be in writing, signed by the party giving such notice, election or demand, to be effective and shall be deemed to have been given (a) if by telecopy, when transmitted to the appropriate telecopy number, (b) if by mail, on the third Business Day after it is enclosed in an envelope and properly addressed, stamped, sealed, certified return receipt requested, and deposited in the appropriate official postal service, or (c) if by electronic mail or any other means, when actually received or delivered (with respect to electronic mail, each party giving such notice shall be responsible for keeping records reasonably acceptable to Secured Party regarding all such notices). For notices under this Agreement, the parties hereto shall use the addresses and information set forth in the Loan Agreement.

16. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Grantors and Secured Party.

18. Consent to Jurisdiction; Exclusive Venue. Each Grantor hereby irrevocably consents to the jurisdiction of the United States District Court for the Southern District of Texas and of all Texas state courts sitting in Harris County, Texas, for the purpose of any litigation to

which Secured Party may be a party and which concerns this Agreement or the Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Harris County, Texas, unless Secured Party agrees to the contrary in writing.

19. Waiver of Trial by Jury. Secured Party and each Grantor hereby knowingly and voluntarily with the benefit of counsel waive trial by jury in any actions, proceedings, claims or counter-claims, whether in contract or tort or otherwise, at law or in equity, arising out of or in any way relating to this Agreement or the Loan Documents.

20. Incorporation of Loan Agreement Provisions. Sections 14.11, and 14.15 of the Loan Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

21. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS RELATING TO GOVERNING LAW, JURY WAIVER, VENUE, SERVICE OF PROCESS AND ARBITRATION, CONSTITUTE THE ENTIRE UNDERSTANDINGS OF DEBTORS AND SECURED PARTY AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL AGREEMENTS AND ANY CONTEMPORANEOUS ORAL AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

IMPACT TELECOM, INC.

a Nevada corporation

MTAC HOLDING CORPORATION

a Delaware corporation

AMERICATEL CORPORATION

a Delaware corporation

MATRIX TELECOM, INC.

a Texas corporation

STARTEC GLOBAL CANADIAN HOLDING COMPANY,

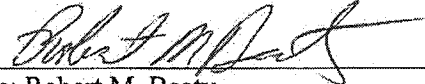
a Delaware corporation

MATRIX TELECOM OF VIRGINIA, INC.,

a Virginia corporation

WOLVERINE MERGER CORP.,

a Delaware corporation

By: 

Name: Robert M. Beaty

Title: President

SECURED PARTY:

MAIN STREET CAPITAL CORPORATION,
a Maryland corporation,
as Agent

By: 

Name: Robert M Shuford

Title: Managing Director

SCHEDULE A

Intellectual Property Rights

Trademarks

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
AMERICATEL	Americatel Corporation	Bahamas	26213	2-Oct-03	Registered
10 123 & Design	Americatel Corporation	Canada	TMA500044	4-Sep-98	Registered
10 123 A AMERICATEL (Stylized & Design)	Americatel Corporation	Canada	TMA557818	13-Feb-02	Registered
1010 123	Americatel Corporation	Canada	TMA543666	10-Apr-01	Registered
1010-123 A AMERICATEL (Stylized & Design)	Americatel Corporation	Canada	TMA590227	18-Sep-03	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Canada	TMA556874	25-Jan-02	Registered
AMERICASKY	Americatel Corporation	Canada	TMA546016	1-Jun-01	Registered
AMERICATEL	Americatel Corporation	Canada	TMA489594	10-Feb-98	Registered
AMERICATEL, AHORRE A LO GRANDE	Americatel Corporation	Canada	TMA507931	11-Feb-99	Registered
TELECOMMUNICATIONS SOLUTIONS FOR THE AMERICAS	Americatel Corporation	Canada	TMA541539	26-Feb-01	Registered
1010 123	Americatel Corporation	China	3268330	21-Mar-04	Registered
1010 123	Americatel Corporation	Cuba	128027	13-Mar-00	Registered
1010-123 A AMERICATEL (Stylized & Design)	Americatel Corporation	Cuba	127442	4-Mar-00	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Cuba	128528	3-Apr-00	Registered
AMERICATEL	Americatel Corporation	Cuba	121801	30-Aug-05	Registered
AMERICATEL CARD	Americatel Corporation	Cuba	20030517	8-Nov-04	Registered
AMERICATEL, AHORRE A LO GRANDE	Americatel Corporation	Cuba	4996	14-Dec-99	Registered
AMERICATEL	Americatel Corporation	Dominican Republic	138470	30-Oct-03	Registered
AMERICATEL CARD	Americatel Corporation	Dominican Republic	139430	15-Dec-03	Registered
AMERICATEL CARD	Americatel Corporation	Dominican Republic	139443	15-Dec-03	Registered
AMERICATEL	Americatel Corporation	European Union	874503	12-Apr-01	Registered
AMERICATEL CELULAR	Americatel Corporation	European Union	2388544	10-Dec-02	Registered
AMERICATEL WAP	Americatel Corporation	European Union	2388155	3-Dec-02	Registered
AMERICATEL WIRELESS	Americatel Corporation	European Union	2388130	3-Dec-02	Registered
1010 123	Americatel Corporation	Guatemala	94453Folio255	21-Mar-09	Registered
AMERICATEL	Americatel Corporation	Haiti	175Reg142	12-Feb-04	Registered
1010 123	Americatel Corporation	Honduras	5062 Folio 314	10-Nov-98	Registered
AMERICATEL	Americatel Corporation	Jamaica	44169	31-Jul-03	Registered
1010 123	Americatel Corporation	Mexico	576353	14-May-98	Registered
1010-123 A AMERICATEL (Stylized & Design)	Americatel Corporation	Mexico	612355	31-May-99	Registered

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
A AMERICATEL (Stylized & Design)	Americatel Corporation	Mexico	562855	31-Oct-97	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Mexico	565435	28-Nov-97	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Mexico	586612	31-Aug-98	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Mexico	636048	10-Dec-99	Registered
AMERICANET	Americatel Corporation	Mexico	562854	31-Oct-97	Registered
AMERICANETLATIN AMERICA	Americatel Corporation	Mexico	625508	28-Sep-99	Registered
AMERICANETUSA	Americatel Corporation	Mexico	625509	28-Sep-99	Registered
AMERICATEL	Americatel Corporation	Mexico	872666	23-Mar-05	Registered
AMERICATEL CARD	Americatel Corporation	Mexico	809383	10-Oct-03	Registered
AMERICATEL CARD	Americatel Corporation	Mexico	866240	28-Jan-05	Registered
AMERICATEL UNIENDO AMERICA	Americatel Corporation	Mexico	15854	28-Jul-98	Registered
AMERICATEL, AHORRE A LO GRANDE	Americatel Corporation	Mexico	15539	29-May-98	Registered
ZERO11 WIRELESS & Design	Americatel Corporation	Philippines	42011008190	16-Feb-12	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Puerto Rico	70415	28-Apr-06	Registered
AMERICATEL	Americatel Corporation	Puerto Rico	63369	23-Sep-04	Registered
AMERICATEL UNIENDO AMERICA	Americatel Corporation	Puerto Rico	70406	28-Apr-06	Registered
1010 123	Americatel Corporation	United States of America	2518976	18-Dec-01	Registered
1010-123 A AMERICATEL	Americatel Corporation	United States of America	2521498	25-Dec-01	Registered
1010-123 A AMERICATEL	Americatel Corporation	United States of America	2594747	16-Jul-02	Registered
1010123 PREPAGADO	Americatel Corporation	United States of America	3169727	7-Nov-06	Registered
1010123 PREPAID	Americatel Corporation	United States of America	3234588	24-Apr-07	Registered
1010-123, NUESTRO NUMERO DE LARGA DISTANCIA	Americatel Corporation	United States of America	2657805	10-Dec-02	Registered
10-15-688	Americatel Corporation	United States of America	2736140	15-Jul-03	Registered
A	Americatel Corporation	United States of America	2301297	21-Dec-99	Registered
A	Americatel Corporation	United States of America	2378594	22-Aug-00	Registered
A AMERICATEL	Americatel Corporation	United States of America	2434457	13-Mar-01	Registered
AHORRE A LO GRANDE	Americatel Corporation	United States of America	2498626	16-Oct-01	Registered
AMERICANET	Americatel Corporation	United States of America	2576919	11-Jun-02	Registered
AMERICATEL	Americatel Corporation	United States of America	1892369	2-May-95	Registered
AMERICATEL	Americatel Corporation	United States of America	2931065	8-Mar-05	Registered


Schedule A

TRADEMARK
REEL: 005054 FRAME: 0878

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
AmericaTel	Americatel Corporation	United States of America	2913762	21-Dec-04	Registered
AMERICATEL USA	Americatel Corporation	United States of America	2314351	1-Feb-00	Registered
AMERICATEL, COMUNICAMOS AL MUNDO HISPANO	Americatel Corporation	United States of America	2759312	2-Sep-03	Registered
AMERICATEL, SIEMPRE AL SERVICIO DE LOS HISPANOS	Americatel Corporation	United States of America	2436723	20-Mar-01	Registered
AMERICATEL, TELECOMUNICACIONES PARA TODO AMERICA	Americatel Corporation	United States of America	2747504	5-Aug-03	Registered
CELLCONNECT	Americatel Corporation	United States of America	3339154	20-Nov-07	Registered
E.MAGINE	Americatel Corporation	United States of America	2681511	28-Jan-03	Registered
E-MAGINE	Americatel Corporation	United States of America	2764670	16-Sep-03	Registered
E-MAGINE	Americatel Corporation	United States of America	2856192	22-Jun-04	Registered
ESPECIALES 123 DEL 1010-123 DE AMERICATEL	Americatel Corporation	United States of America	2721650	3-Jun-03	Registered
ESTART	Americatel Corporation	United States of America	2350351	16-May-00	Registered
LÍNEA PAÍS AMERICATEL	Americatel Corporation	United States of America	3313647	16-Oct-07	Registered
LÍNEAPAÍS	Americatel Corporation	United States of America	3219939	20-Mar-07	Registered
POP	Americatel Corporation	United States of America	3252618	19-Jun-07	Registered
STARTEC	Americatel Corporation	United States of America	2081019	22-Jul-97	Registered
STARTEC	Americatel Corporation	United States of America	2492408	25-Sep-01	Registered
STARTEC GLOBAL COMMUNICATIONS	Americatel Corporation	United States of America	3487027	19-Aug-08	Registered
SU COMPANIA DE LARGA DISTANCIA	Americatel Corporation	United States of America	2682678	4-Feb-03	Registered
TELECOMMUNICATIONS SOLUTIONS FOR THE AMERICAS	Americatel Corporation	United States of America	2462090	19-Jun-01	Registered
TELIGENT	Americatel Corporation	United States of America	2265163	27-Jul-99	Registered
TELIGENT and Design	Americatel Corporation	United States of America	2265162	27-Jul-99	Registered
UNIENDO AMERICA	Americatel Corporation	United States of America	2448370	1-May-01	Registered
UNIENDO AMERICA A AMERICATEL	Americatel Corporation	United States of America	2530137	15-Jan-02	Registered

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
UNIENDOAMERICA	Americatel Corporation	United States of America	2818041	24-Feb-04	Registered
ZERO11 WIRELESS & Design	Americatel Corporation	United States of America	4060730	22-Nov-11	Registered
LA MEGA MINUTOS	Americatel Corporation	United States of America	3184365	December 12, 2006	Registered
LA MEGA MINUTOS DE AMEXTEL	Americatel Corporation	United States of America	3202578	January 23, 2007	Registered
AMERICATEL	Americatel Corporation	United States of America	3303026	October 2, 2007	Registered
I INTERNET AMERICATEL	Americatel Corporation	United States of America	3389692	February 26, 2008	Registered
HAPPY HOUR TELEFONICO DEL 1010-123 DE AMERICATEL	Americatel Corporation	United States of America	3177745	November 28, 2006	Registered
PLAN HABLA MAS DE AMERICATEL	Americatel Corporation	United States of America	2916180	January 4, 2005	Registered
	Americatel Corporation	United States of America	77959782	March 16, 2010	Registered
POP	Americatel Corporation	United States of America	3252618	June 19, 2007	Registered
10-10-636	Matrix Telcom, Inc.	United States of America	2386640	September 12, 2000	Registered
10-10-818	Matrix Telcom, Inc.	United States of America	2386639	September 12, 2000	Registered
10297	Matrix Telcom, Inc.	United States of America	1916838	September 5, 1995	Registered
CLEAR CHOICE COMMUNICATIONS	Matrix Telcom, Inc.	United States of America	2220202	January 26, 1999	Registered
CLEAR N' DIRECT	Matrix Telcom, Inc.	United States of America	2235396	March 23, 1999	Registered
DIME DEAL	Matrix Telcom, Inc.	United States of America	2215397	December 29, 1998	Registered
EMERITUS COMMUNICATIONS	Matrix Telcom, Inc.	United States of America	2772549	October 7, 2003	Registered
EXCEL	Matrix Telcom, Inc.	United States of America	2726133	June 17, 2003	Registered
EXCEL & DESIGN	Matrix Telcom, Inc.	United States of America	3260713	July 10, 2007	Registered

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
					
FIVELINE	Matrix Telcom, Inc.	United States of America	2296313	November 30, 1999	Registered
PENNY EXPRESS	Matrix Telcom, Inc.	United States of America	1823226	February 22, 1994	Registered
TOLLSAVER	Matrix Telcom, Inc.	United States of America	1791921	September 7, 1993	Registered
TOLLSAVER PLUS	Matrix Telcom, Inc.	United States of America	1791919	September 7, 1993	Registered
V (DESIGN) 	Matrix Telcom, Inc.	United States of America	1791922	September 7, 1993	Registered
VARTEC	Matrix Telcom, Inc.	United States of America	2224433	February 16, 1999	Registered
VARTEC TELECOM	Matrix Telcom, Inc.	United States of America	1791920	September 7, 1993	Registered
WORLDRATE	Matrix Telcom, Inc.	United States of America	2250455	June 1, 1999	Registered
MATRIX AUTOPAY 	Matrix Telcom, Inc.	United States of America	3154185	10-Oct-06	Registered
MATRIX BUSINESS TECHNOLOGIES 	Matrix Telcom, Inc.	United States of America	3148826	September 26, 2006	Registered
MATRIX TELECOM 	Matrix Telcom, Inc.	United States of America	1908833	August 1, 1995	Registered
MC MATRIXCOMMAND 	Matrix Telcom, Inc.	United States of America	3207689	February 13, 2007	Registered
MATRIX VOICE T 	Matrix Telcom, Inc.	United States of America	3242529	May 15, 2007	Registered
MATRIX XPRESS 	Matrix Telcom, Inc.	United States of America	3242489	May 15, 2007	Registered
MATRIX XTRA 	Matrix Telcom, Inc.	United States of America	3242487	May 15, 2007	Registered

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
10-10-811	Matrix Telecom, Inc.	United States of America	2401084	October 31, 2000	Registered
9TALK	Matrix Telecom, Inc.	United States of America	2449543	May 8, 2001	Registered
TOUCH 1	Matrix Telecom, Inc.	United States of America	1710435	August 25, 1992	Registered
TRINSIC	Matrix Telecom, Inc.	United States of America	3027406	December 13, 2005	Registered
TRINSIC	Matrix Telecom, Inc.	United States of America	3230607	April 17, 2007	Registered
EXCEL	<i>Matrix Telecom, Inc.</i>	United States of America	1648364	June 18, 1991	Registered
ONE CHOICE	Matrix Telecom, Inc.	United States of America	2504866	November 6, 2001	Registered
ONE CHOICE AND DESIGN 	Matrix Telecom, Inc.	United States of America	2515300	December 4, 2001	Registered
V (DESIGN) 	Matrix Telecom, Inc.	United States of America	2608568	August 20, 2002	Registered
ESTART	Startec Global Communications Corporation	Canada	TMA577505	17-Mar-03	Registered
STARTEC CANADA	Startec Global Communications Corporation	Canada	TMA593916	5-Nov-03	Registered
STARTEC GLOBAL COMMUNICATIONS	Startec Global Communications Corporation	Canada	TMA545961	31-May-01	Registered
TELIGENT	Startec Global Operating Company	Canada	TMA674373	5-Oct-06	Registered
CELL CONNECT	Vancouver Telephone Company Limited	Canada	TMA686240	18-Apr-07	Registered

Registered Copyrights:

Type of Work	Title	Copyright Claimant	Authorship on Application	Date of Creation	Date of Publication	Registration Number	Registration Date	Status
Music	Americatel	Americatel Corporation	Francisco Larrain	1996	1-Jan-1997	TX0004900907	30-Mar-1998	Registered
Computer File (Computer Program)	Orca.	Directel, Inc. (assigned to Tide Acquisition Corporation on 28-Mar-2007)	N/A	1988	N/A	TXu000367293	28-Apr-1989	Registered
Computer File	e.magine.	Teligent, Inc.	Teligent, Inc	1998	N/A	TXu000902522 Supplemented by TXu000912591	1999-05-12	Registered
Computer File	e.magazine. By Teligent, Inc.	Teligent, Inc.	Teligent, Inc.	1999	N/A	TXu000912591	10-Feb-2000	Registered
Text	Phase I test plan	Teligent, Inc.	manual: Clara Vista Corporation, employer for hire.	1998	N/A	TXu000912592	10-Feb-2000	Registered
Computer File	e-magine (data model) phase 199908 release (final)	Teligent, Inc. (employer for hire of Richard Bates, 1956-)	N/A	1999	N/A	TXu000977031	11-Oct-2000	Registered
Computer File	e-magine (data model) phase 199908 release (final)	Teligent, Inc. (employer for hire of Richard Bates, 1956-)	N/A	1999	N/A	TXu000977032	11-Oct-2000	Registered
Computer File (Computer Program)	E-magine (data model), phase 2.1 release, March 19, 1999	Teligent, Inc.	computer program: Richard Bates, 1956- (author of a work made for hire)	1999	N/A	TXu000912604	10-Feb-2000	Registered

Domain Names:

Matrix Telecom, Inc.:

<u>Domain</u>	<u>Expires</u>
matrixbt.com	2/27/2013
MATRIXBT.NET	2/27/2013
matrixbusnesstechnologies.com	2/22/2013
matrixbusnesstechnologies.net	2/22/2013
matrixcommand.com	8/16/2013
matrixcommand.net	8/16/2013
matrixconferencing.com	7/14/2013
matrixconferencing.net	7/14/2013
matrixld.com	2/19/2013
matrixld.net	2/19/2013
matrixmessagecenter.com	3/28/2013
matrixsmartconnect.com	5/10/2013
matrixsmartconnect.net	5/10/2013
matrixt1.com	5/10/2013
matrixt1.net	5/10/2013
matrixt1velocity.com	5/10/2013
matrixt1velocity.net	5/10/2013
matrixtelecom.com	4/15/2013
matrixvalue.com	10/21/2013
matrixvalue.net	10/21/2013
matrixwebconnect.com	5/10/2013
matrixwebconnect.net	5/10/2013
mtxbt.com	2/24/2013
mtxbt.net	2/24/2013
mtxbusiness.com	2/24/2013
mtxbusiness.net	2/24/2013
mtxcorp.com	2/24/2013
mtxcorp.net	2/24/2013
selectonemail.com	12/18/2013
selectonemail.net	12/18/2013
t1velocity.com	5/10/2013
t1velocity.net	5/10/2013
TOUCH1.COM	11/19/2013
TRINSIC.COM	1/16/2014
Z-TEL.COM	2/18/2013
ZTEL.COM	2/14/2013

AmericaTel Corporation:

<u>Domain</u>	<u>Expires</u>
TALKSERBIA.COM	7/10/2014
PHONESERBIA.COM	7/10/2014
SMART-WAVE.NET	3/3/2014
SMART-WAVE.COM	3/3/2014
WORLD-RATE.COM	1/10/2014
TALKBYNET.COM	12/30/2013
TALKBYNET.ORG	12/22/2013
TALKBYNET.NET	12/22/2013
STARTECVOIP.NET	12/16/2013

STARTECVOIP.COM	12/16/2013
1010123PREPAID.COM	12/16/2013
1010123PREPAGADO.COM	12/16/2013
1010123PP.COM	12/16/2013
101-2428.CA	12/14/2013
STARTEC.COM	12/13/2013
SIGMANET.NET	12/11/2013
STARTECANADA.CA	12/10/2013
101CHAT.CA	12/10/2013
1010123.COM	12/10/2013
101-CHAT.CA	12/10/2013
TGNT.NET	12/1/2013
TGNT.COM	11/23/2013
AMERICATEL.ORG	11/9/2013
ESTART.NET	11/6/2013
AMERICATELMOVIL.NET	11/2/2013
AMERICATELMOVIL.COM	11/2/2013
AMERICATELMOVIL.CA	11/2/2013
AMERICATELMOBILE.ORG	11/2/2013
AMERICATELMOBILE.NET	11/2/2013
AMERICATELMOBILE.MOBI	11/2/2013
AMERICATELMOBILE.ME	11/2/2013
AMERICATELMOBILE.INFO	11/2/2013
AMERICATELMOBILE.IN	11/2/2013
AMERICATELMOBILE.COM	11/2/2013
AMERICATELMOBILE.CA	11/2/2013
AMERICATEL-MOVIL.ORG	11/2/2013
AMERICATEL-MOVIL.NET	11/2/2013
AMERICATEL-MOVIL.MOBI	11/2/2013
AMERICATEL-MOVIL.ME	11/2/2013
AMERICATEL-MOVIL.INFO	11/2/2013
AMERICATEL-MOVIL.COM	11/2/2013
AMERICATEL-MOBILE.NET	11/2/2013
AMERICATEL-MOBILE.MOBI	11/2/2013
AMERICATEL-MOBILE.COM	11/2/2013
AMERICATELMOVIL.US	11/1/2013
AMERICATELMOBILE.US	11/1/2013
AMERICATELMOBILE.BIZ	11/1/2013
AMERICATEL-MOVIL.US	11/1/2013
AMERICATEL-MOVIL.BIZ	11/1/2013
AMERICATEL-MOBILE.US	11/1/2013
EMAGINE.COM	10/12/2013
AMERICATELPREPAGADO.COM	10/9/2013
1010-123.NET	10/9/2013
1010-123.COM	10/9/2013
PINOYTOUCH.COM	9/20/2013
STARTEC-COLO.COM	9/16/2013
ESTART.COM	8/30/2013
STARTEC.NET	8/21/2013
1010123.ORG	8/13/2013
1010123.NET	8/13/2013

TELECOMONLINE.COM	7/17/2013
SOFTISP.NET	7/5/2013
SOFTISP.COM	7/5/2013
STGC.NET	6/13/2013
1010719.NET	6/13/2013
1010719.COM	6/13/2013
AMERICATEL.COM	6/11/2013
1016868PHONE.COM	6/9/2013
STARTECCANADA.CA	6/6/2013
TELIGENTCORP.NET	5/28/2013
TELIGENTCORP.COM	5/28/2013
TELIGENT.NET	5/28/2013
TELIGENT.COM	5/25/2013
LINEAPAIS.COM	5/24/2013
AMEXTELPHONECARDS.COM	5/9/2013
101-6868.COM	5/9/2013
AMERICATELCORP.COM	5/8/2013
ESTARTEC.COM	5/4/2013
AMERICATELONLINE.NET	4/26/2013
UNIENDOAMERICA.CC	4/24/2013
1010123.CC	4/24/2013
UNIENDOAMERICABUSINESS.US	4/23/2013
AMERICATELUNIENDOAMERICA.US	4/23/2013
AMERICATELNET.US	4/23/2013
AMERICATELINTERNET.US	4/23/2013
1010-123.US	4/19/2013
UNIENDOAMERICA.US	4/18/2013
AMERICATELUSA.US	4/18/2013
AMERICATELONLINE.US	4/18/2013
AMERICATEL.US	4/18/2013
AMERICANET.US	4/18/2013
AMERICATELONLINE.COM	3/27/2013
AMERICATELCORPORATIVO.NET	3/20/2013
AMERICATELCORPORATIVO.COM	3/20/2013
AMERICATELCORPORATION.NET	3/20/2013
AMERICATELCORPORATION.COM	3/20/2013
AMERICATELCORPORATE.NET	3/20/2013
AMERICATELCORPORATE.COM	3/20/2013
AMERICATELCORP.NET	3/20/2013
TELECOMONLINE.NET	3/17/2013
ZERO11WIRELESS.DE	3/14/2013
AMERICATEL.DE	3/14/2013
800ALMUNDO.COM	3/13/2013
800-ALMUNDO.COM	3/13/2013
1800ALMUNDO.COM	3/13/2013
1-800-ALMUNDO.COM	3/13/2013
AMERICATEL.NET	3/10/2013
SMART-WAVE.ORG	3/3/2013
ZEROELEVENWIRELESS.COM	3/2/2013
ZERO11WIRELESS.ORG	3/2/2013
ZERO11WIRELESS.NET	3/2/2013

ZERO11WIRELESS.MOBI	3/2/2013
ZERO11WIRELESS.INFO	3/2/2013
ZERO11WIRELESS.COM	3/2/2013
ZER011WIRELESS.NET	3/2/2013
ZER011WIRELESS.COM	3/2/2013
011WIRELESS.NET	3/2/2013
011WIRELESS.MOBI	3/2/2013
011WIRELESS.INFO	3/2/2013
011WIRELESS.COM	3/2/2013
ZERO11WIRELESS.US	3/1/2013
SVENAKLIK.US	3/1/2013
1015688.COM	3/1/2013
011WIRELESS.US	3/1/2013
101-CHAT.COM	2/28/2013
CELLCONNECT.COM	2/23/2013
ZERO11MOVIL.COM	2/18/2013
ZERO11MOBILE.COM	2/18/2013
STARTECCALLINDIA.COM	2/12/2013
SIMPLEMOVIL.NET	2/12/2013
SIMPLEMOVIL.MOBI	2/12/2013
SIMPLEMOVIL.COM	2/12/2013
AMERICATELSIMPLE.NET	2/12/2013
AMERICATELSIMPLE.MOBI	2/12/2013
AMERICATELSIMPLE.COM	2/12/2013
SIMPLEMOVIL.US	2/11/2013
UNIENDOAMERICA.ORG	2/9/2013
UNIENDOAMERICA.NET	2/9/2013
TGNT.ORG	1/29/2013
SMARTWAVE.NET	1/29/2013
SMARTWAVE.COM	1/25/2013

Excel:

<u>Domain</u>	<u>Expires</u>
RIGGSEXCEL.COM	9/24/2013
ONECHOICELOCAL.NET	2/19/2013
EXCELPAYMENTS.COM	8/16/2013
1010595.COM	4/30/2013
PARTNERS-EXCEL.COM	9/12/2013
MOBILEEXCEL.NET	8/13/2013
VARTECTELECOM.ORG	7/24/2013
VARTEC.NET	4/11/2015
800GETFREE.COM	2/22/2013
VARTEC-TELECOM.ORG	7/24/2013
ISHOPEXCEL.COM	7/7/2013
1010861.NET	5/14/2013
IAMEXCEL.ORG	9/5/2013
5TALK.COM	1/30/2014
ONECHOICEDSL.COM	1/15/2014
VARTECVALUE.COM	3/2/2013

INDEPENDENTINCOME.COM	10/10/2013
FIVELINE.COM	7/5/2013
MYEXCELWEBBUILDER.NET	4/5/2013
MYEXCELWEBBUILDER.ORG	4/5/2013
MYEXCELINTERNETACCESS.ORG	8/15/2013
1010465.COM	4/30/2013
MYEXCEL.COM	12/22/2015
IDRIVEEXCEL.COM	3/4/2013
MYEXCEL2.COM	8/21/2013
9TIME.COM	7/5/2013
5TIME.COM	1/30/2014
10TIME.COM	7/5/2013
EXCELWEBBUILDER.NET	3/7/2013
VARTECVoice.COM	1/30/2014
EXCEL.COM	1/8/2016
SHAREONECHOICE.COM	2/23/2013
ONECHOICEDEALER.COM	2/9/2013
9TALK.COM	7/5/2013
VARTECINTERNET.COM	7/5/2013
VARTEC.COM	10/13/2015
YOUREXCEL.COM	9/23/2013
TWOFREECALLS.COM	2/13/2013
SIMPLIFIED.ORG	1/8/2014
VARTECSTORE.COM	2/18/2013
FIVELINE.NET	8/11/2013
ITSYOURCALLNOW.COM	9/20/2013
MYEXCEL4.COM	8/21/2013
1010297.COM	3/24/2013
MOBILEEXCEL.COM	8/13/2013
MYEXCELWEBBUILDER.COM	4/5/2013
VARTECSUCKS.COM	4/29/2013
FIVETIME.COM	8/11/2013
EXCELWEBBUILDER.ORG	4/5/2013
MERCANTELTELECOM.COM	1/17/2014
EXCEL3PENNY.COM	12/9/2013
MYEXCEL5.COM	8/21/2013
MAKEONECHOICE.COM	2/23/2013
VARTECSOLUTIONS.NET	4/30/2013
MYEXCELWEBBUILDER.NET	4/5/2013
3-CENTS.COM	12/10/2013
REFERONECHOICE.COM	2/25/2013
1010818.COM	4/30/2013
VARTECSUCKS.ORG	4/29/2013
MYEXCELERATOR.COM	9/1/2013
VARTECTELECOM.NET	7/24/2013
MERCANTEL.COM	7/28/2013
MYEXCELINTERNETACCESS.NET	8/15/2013
ASKEXCEL.COM	8/18/2013
MOBILE-EXCEL.COM	8/13/2013
MERCANTEL.ORG	1/17/2014
MAKE1CHOICE.COM	2/23/2013

1010373.COM	4/6/2013
1010457.COM	3/24/2013
ONECHOICE.COM	4/18/2013
1010399.NET	4/23/2013
1800PHONEME.COM	1/28/2014
MYEXCEL1.COM	8/21/2013
VARTEC.US	1/17/2014
EXCELONLINE.COM	8/25/2013
MERCANTEL CORP.COM	1/17/2014
VTSPARTNERS.NET	10/6/2013
EXCELWIRELESS.ORG	8/15/2013
MYEXCEL3.COM	8/21/2013
GETMOREFREE.COM	4/6/2013
TANGEROO.COM	7/15/2013
TELESPIFF.COM	7/5/2013
E-SUCCESS.COM	6/23/2014
10-10-811.COM	10/5/2013
EXCEL4ME.COM	10/4/2013
CLEARNDIRECT.COM	7/5/2013
ASKVARTEC.COM	1/10/2014
EXCELSHOP.COM	9/23/2013
MOBILE-EXCEL.NET	8/13/2013
EXCELWEBUILDER.COM	3/7/2013
ONECHOICEDSL.NET	1/15/2014
ISHOPEXCEL.NET	7/7/2013
FIVETALK.ORG	12/20/2013
TANGEROO.NET	7/15/2013
EXCELTHREEPENNY.COM	12/9/2013
DIMECLUB.COM	7/5/2013
MYEXCELWEBUILDER.ORG	4/5/2013
SHARE1CHOICE.COM	2/23/2013
GETFREEMOBILE.COM	2/22/2013
EXCELWEBBUILDER.NET	3/7/2013
IWORKEXCEL.COM	9/5/2013
REPWORKS.NET	3/24/2013
VTSPARTNERS.COM	10/6/2013
FIVETALK.NET	8/12/2013
MERCANTEL.COM.COM	1/17/2014
1800GETFREE.COM	2/14/2013
VARTECSUCKS.NET	4/29/2013
EXCEL.MOBI	5/24/2013
BUSINESS-EXCEL.COM	9/12/2013
ISHOPEXCEL.ORG	7/7/2013
2FREECALLS.COM	2/13/2013
EXCEL-MOBILE.COM	8/13/2013
FIVETIME.NET	8/11/2013
MYEXCELINTERNETACCESS.COM	8/15/2013
DIMEAMERICA.COM	7/5/2013
IAMEXCEL.NET	9/5/2013
CALLINGPASS.COM	7/5/2013
EMERITUSPARTNERS.COM	3/13/2013

DIMELINE.COM	3/26/2013
DIMENET.NET	8/12/2013
10TALK.NET	8/12/2013
ONECHOICE.NET	9/18/2013
FIVETALK.COM	8/12/2013
EXCEL-MOBILE.NET	8/13/2013
EXCELMOBILE.NET	7/30/2013
IAMEXCEL.COM	9/5/2013
DIMEWORKS.COM	7/5/2013
REVV.NET	7/13/2013
ONECHOICELOCAL.COM	2/19/2013
CLEARCHOICE.NET	8/12/2013
MYEXCELWEBBUILDER.COM	4/5/2013

Impact Telecom, Inc.

<u>Domain</u>	<u>Expires</u>
impacttelecom.com	08/24/2014
impacttelecom.net	05/09/2017
impacttelecom.com	05/09/2017
impacttelecom.net	05/09/2017
impacttel.com	08/06/2013
impacttel.net	08/06/2013
impactemail.com	11/12/2013
impactemail.net	Not Registered

Patents:

The following patents are for proprietary billing systems acquired in the Acquisition through previous acquisitions and are no longer used by any Grantor:

1. U.S. Patent No. 6,636,486 – expired 11-21-2011 - Subject to revival on or before 11-21-2013
2. U.S. Patent No. 6,085,171 – expired 07-30-2012 - Subject to revival on or before 7-30-2014
3. U.S. Patent No. 6,453,036 - expired 10-18-2010
4. U.S. Patent No. 6,587,555 - expired 07-30-2007
5. Canada Patent No. 2,361,444

Other:

1. MVNO Marketing Collaboration Agreement, dated October 1, 2011 by and between Americatel Corporation and GTI Corporation d/b/a GTI Telecom.

2. Spokesperson Agreement, dated November 28, 2011, by and between AmericaTel Corporation and Viva Artists Agency, Inc.

SCHEDULE B

Registered Intellectual Property Rights

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
AMERICATEL	Americatel Corporation	Bahamas	26213	2-Oct-03	Registered
10 123 & Design	Americatel Corporation	Canada	TMA500044	4-Sep-98	Registered
10 123 A AMERICATEL (Stylized & Design)	Americatel Corporation	Canada	TMA557818	13-Feb-02	Registered
1010 123	Americatel Corporation	Canada	TMA543666	10-Apr-01	Registered
1010-123 A AMERICATEL (Stylized & Design)	Americatel Corporation	Canada	TMA590227	18-Sep-03	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Canada	TMA556874	25-Jan-02	Registered
AMERICASKY	Americatel Corporation	Canada	TMA546016	1-Jun-01	Registered
AMERICATEL	Americatel Corporation	Canada	TMA489594	10-Feb-98	Registered
AMERICATEL, AHORRE A LO GRANDE	Americatel Corporation	Canada	TMA507931	11-Feb-99	Registered
TELECOMMUNICATIONS SOLUTIONS FOR THE AMERICAS	Americatel Corporation	Canada	TMA541539	26-Feb-01	Registered
1010 123	Americatel Corporation	China	3268330	21-Mar-04	Registered
1010 123	Americatel Corporation	Cuba	128027	13-Mar-00	Registered
1010-123 A AMERICATEL (Stylized & Design)	Americatel Corporation	Cuba	127442	4-Mar-00	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Cuba	128528	3-Apr-00	Registered
AMERICATEL	Americatel Corporation	Cuba	121801	30-Aug-05	Registered
AMERICATEL CARD	Americatel Corporation	Cuba	20030517	8-Nov-04	Registered
AMERICATEL, AHORRE A LO GRANDE	Americatel Corporation	Cuba	4996	14-Dec-99	Registered
AMERICATEL	Americatel Corporation	Dominican Republic	138470	30-Oct-03	Registered
AMERICATEL CARD	Americatel Corporation	Dominican Republic	139430	15-Dec-03	Registered
AMERICATEL CARD	Americatel Corporation	Dominican Republic	139443	15-Dec-03	Registered
AMERICATEL	Americatel Corporation	European Union	874503	12-Apr-01	Registered
AMERICATEL CELULAR	Americatel Corporation	European Union	2388544	10-Dec-02	Registered
AMERICATEL WAP	Americatel Corporation	European Union	2388155	3-Dec-02	Registered
AMERICATEL WIRELESS	Americatel Corporation	European Union	2388130	3-Dec-02	Registered
1010 123	Americatel Corporation	Guatemala	94453Folio255	21-Mar-09	Registered
AMERICATEL	Americatel Corporation	Haiti	175Reg142	12-Feb-04	Registered
1010 123	Americatel Corporation	Honduras	5062 Folio 314	10-Nov-98	Registered
AMERICATEL	Americatel Corporation	Jamaica	44169	31-Jul-03	Registered
1010 123	Americatel Corporation	Mexico	576353	14-May-98	Registered
1010-123 A AMERICATEL (Stylized & Design)	Americatel Corporation	Mexico	612355	31-May-99	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Mexico	562855	31-Oct-97	Registered

Schedule B

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
A AMERICATEL (Stylized & Design)	Americatel Corporation	Mexico	565435	28-Nov-97	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Mexico	586612	31-Aug-98	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Mexico	636048	10-Dec-99	Registered
AMERICANET	Americatel Corporation	Mexico	562854	31-Oct-97	Registered
AMERICANETLATIN AMERICA	Americatel Corporation	Mexico	625508	28-Sep-99	Registered
AMERICANETUSA	Americatel Corporation	Mexico	625509	28-Sep-99	Registered
AMERICATEL	Americatel Corporation	Mexico	872666	23-Mar-05	Registered
AMERICATEL CARD	Americatel Corporation	Mexico	809383	10-Oct-03	Registered
AMERICATEL CARD	Americatel Corporation	Mexico	866240	28-Jan-05	Registered
AMERICATEL UNIENDO AMERICA	Americatel Corporation	Mexico	15854	28-Jul-98	Registered
AMERICATEL, AHORRE A LO GRANDE	Americatel Corporation	Mexico	15539	29-May-98	Registered
ZERO11 WIRELESS & Design	Americatel Corporation	Philippines	42011008190	16-Feb-12	Registered
A AMERICATEL (Stylized & Design)	Americatel Corporation	Puerto Rico	70415	28-Apr-06	Registered
AMERICATEL	Americatel Corporation	Puerto Rico	63369	23-Sep-04	Registered
AMERICATEL UNIENDO AMERICA	Americatel Corporation	Puerto Rico	70406	28-Apr-06	Registered
1010 123	Americatel Corporation	United States of America	2518976	18-Dec-01	Registered
1010-123 A AMERICATEL	Americatel Corporation	United States of America	2521498	25-Dec-01	Registered
1010-123 A AMERICATEL	Americatel Corporation	United States of America	2594747	16-Jul-02	Registered
1010123 PREPAGADO	Americatel Corporation	United States of America	3169727	7-Nov-06	Registered
1010123 PREPAID	Americatel Corporation	United States of America	3234588	24-Apr-07	Registered
1010-123, NUESTRO NUMERO DE LARGA DISTANCIA	Americatel Corporation	United States of America	2657805	10-Dec-02	Registered
10-15-688	Americatel Corporation	United States of America	2736140	15-Jul-03	Registered
A	Americatel Corporation	United States of America	2301297	21-Dec-99	Registered
A	Americatel Corporation	United States of America	2378594	22-Aug-00	Registered
A AMERICATEL	Americatel Corporation	United States of America	2434457	13-Mar-01	Registered
AHORRE A LO GRANDE	Americatel Corporation	United States of America	2498626	16-Oct-01	Registered
AMERICANET	Americatel Corporation	United States of America	2576919	11-Jun-02	Registered
AMERICATEL	Americatel Corporation	United States of America	1892369	2-May-95	Registered
AMERICATEL	Americatel Corporation	United States of America	2931065	8-Mar-05	Registered

Schedule B

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
AmericaTel	Americatel Corporation	United States of America	2913762	21-Dec-04	Registered
AMERICATEL USA	Americatel Corporation	United States of America	2314351	1-Feb-00	Registered
AMERICATEL, COMUNICAMOS AL MUNDO HISPANO	Americatel Corporation	United States of America	2759312	2-Sep-03	Registered
AMERICATEL, SIEMPRE AL SERVICIO DE LOS HISPANOS	Americatel Corporation	United States of America	2436723	20-Mar-01	Registered
AMERICATEL, TELECOMUNICACIONES PARA TODO AMERICA	Americatel Corporation	United States of America	2747504	5-Aug-03	Registered
CELLCONNECT	Americatel Corporation	United States of America	3339154	20-Nov-07	Registered
E.MAGINE	Americatel Corporation	United States of America	2681511	28-Jan-03	Registered
E-MAGINE	Americatel Corporation	United States of America	2764670	16-Sep-03	Registered
E-MAGINE	Americatel Corporation	United States of America	2856192	22-Jun-04	Registered
ESPECIALES 123 DEL 1010-123 DE AMERICATEL	Americatel Corporation	United States of America	2721650	3-Jun-03	Registered
ESTART	Americatel Corporation	United States of America	2350351	16-May-00	Registered
LÍNEA PAÍS AMERICATEL	Americatel Corporation	United States of America	3313647	16-Oct-07	Registered
LÍNEAPAÍS	Americatel Corporation	United States of America	3219939	20-Mar-07	Registered
POP	Americatel Corporation	United States of America	3252618	19-Jun-07	Registered
STARTEC	Americatel Corporation	United States of America	2081019	22-Jul-97	Registered
STARTEC	Americatel Corporation	United States of America	2492408	25-Sep-01	Registered
STARTEC GLOBAL COMMUNICATIONS	Americatel Corporation	United States of America	3487027	19-Aug-08	Registered
SU COMPANIA DE LARGA DISTANCIA	Americatel Corporation	United States of America	2682678	4-Feb-03	Registered
TELECOMMUNICATIONS SOLUTIONS FOR THE AMERICAS	Americatel Corporation	United States of America	2462090	19-Jun-01	Registered
TELIGENT	Americatel Corporation	United States of America	2265163	27-Jul-99	Registered
TELIGENT and Design	Americatel Corporation	United States of America	2265162	27-Jul-99	Registered
UNIENDO AMERICA	Americatel Corporation	United States of America	2448370	1-May-01	Registered
UNIENDO AMERICA A AMERICATEL	Americatel Corporation	United States of America	2530137	15-Jan-02	Registered


Schedule B

TRADEMARK
REEL: 005054 FRAME: 0894

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
UNIENDOAMERICA	Americatel Corporation	United States of America	2818041	24-Feb-04	Registered
ZERO11 WIRELESS & Design	Americatel Corporation	United States of America	4060730	22-Nov-11	Registered
LA MEGA MINUTOS	Americatel Corporation	United States of America	3184365	December 12, 2006	Registered
LA MEGA MINUTOS DE AMEXTEL	Americatel Corporation	United States of America	3202578	January 23, 2007	Registered
AMERICATEL	Americatel Corporation	United States of America	3303026	October 2, 2007	Registered
I INTERNET AMERICATEL	Americatel Corporation	United States of America	3389692	February 26, 2008	Registered
HAPPY HOUR TELEFONICO DEL 1010-123 DE AMERICATEL	Americatel Corporation	United States of America	3177745	November 28, 2006	Registered
PLAN HABLA MAS DE AMERICATEL	Americatel Corporation	United States of America	2916180	January 4, 2005	Registered
	Americatel Corporation	United States of America	77959782	March 16, 2010	Registered
POP	Americatel Corporation	United States of America	3252618	June 19, 2007	Registered
10-10-636	Matrix Telcom, Inc.	United States of America	2386640	September 12, 2000	Registered
10-10-818	Matrix Telcom, Inc.	United States of America	2386639	September 12, 2000	Registered
10297	Matrix Telcom, Inc.	United States of America	1916838	September 5, 1995	Registered
CLEAR CHOICE COMMUNICATIONS	Matrix Telcom, Inc.	United States of America	2220202	January 26, 1999	Registered
CLEAR N' DIRECT	Matrix Telcom, Inc.	United States of America	2235396	March 23, 1999	Registered
DIME DEAL	Matrix Telcom, Inc.	United States of America	2215397	December 29, 1998	Registered
EMERITUS COMMUNICATIONS	Matrix Telcom, Inc.	United States of America	2772549	October 7, 2003	Registered
EXCEL	Matrix Telcom, Inc.	United States of America	2726133	June 17, 2003	Registered
EXCEL & DESIGN	Matrix Telcom, Inc.	United States of America	3260713	July 10, 2007	Registered

Schedule B

TRADEMARK
REEL: 005054 FRAME: 0895

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
					
FIVELINE	Matrix Telcom, Inc.	United States of America	2296313	November 30, 1999	Registered
PENNY EXPRESS	Matrix Telcom, Inc.	United States of America	1823226	February 22, 1994	Registered
TOLLSAVER	Matrix Telcom, Inc.	United States of America	1791921	September 7, 1993	Registered
TOLLSAVER PLUS	Matrix Telcom, Inc.	United States of America	1791919	September 7, 1993	Registered
V (DESIGN) 	Matrix Telcom, Inc.	United States of America	1791922	September 7, 1993	Registered
VARTEC	Matrix Telcom, Inc.	United States of America	2224433	February 16, 1999	Registered
VARTEC TELECOM	Matrix Telcom, Inc.	United States of America	1791920	September 7, 1993	Registered
WORLDRATE	Matrix Telcom, Inc.	United States of America	2250455	June 1, 1999	Registered
MATRIX AUTOPAY 	Matrix Telcom, Inc.	United States of America	3154185	10-Oct-06	Registered
MATRIX BUSINESS TECHNOLOGIES 	Matrix Telcom, Inc.	United States of America	3148826	September 26, 2006	Registered
MATRIX TELECOM 	Matrix Telcom, Inc.	United States of America	1908833	August 1, 1995	Registered
MC MATRIXCOMMAND 	Matrix Telcom, Inc.	United States of America	3207689	February 13, 2007	Registered
MATRIX VOICE T 	Matrix Telcom, Inc.	United States of America	3242529	May 15, 2007	Registered
MATRIX XPRESS 	Matrix Telcom, Inc.	United States of America	3242489	May 15, 2007	Registered

Schedule B

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
MATRIX XTRA Matrix Xtra	Matrix Telecom, Inc.	United States of America	3242487	May 15, 2007	Registered
10-10-811	Matrix Telecom, Inc.	United States of America	2401084	October 31, 2000	Registered
9TALK	Matrix Telecom, Inc.	United States of America	2449543	May 8, 2001	Registered
TOUCH 1	Matrix Telecom, Inc.	United States of America	1710435	August 25, 1992	Registered
TRINSIC	Matrix Telecom, Inc.	United States of America	3027406	December 13, 2005	Registered
TRINSIC	Matrix Telecom, Inc.	United States of America	3230607	April 17, 2007	Registered
EXCEL	<i>Matrix Telecom, Inc.</i>	United States of America	1648364	June 18, 1991	Registered
ONE CHOICE	Matrix Telecom, Inc.	United States of America	2504866	November 6, 2001	Registered
ONE CHOICE AND DESIGN 	Matrix Telecom, Inc.	United States of America	2515300	December 4, 2001	Registered
V (DESIGN) 	Matrix Telecom, Inc.	United States of America	2608568	August 20, 2002	Registered
ESTART	Startec Global Communications Corporation	Canada	TMA577505	17-Mar-03	Registered
STARTEC CANADA	Startec Global Communications Corporation	Canada	TMA593916	5-Nov-03	Registered
STARTEC GLOBAL COMMUNICATIONS	Startec Global Communications Corporation	Canada	TMA545961	31-May-01	Registered
TELIGENT	Startec Global Operating Company	Canada	TMA674373	5-Oct-06	Registered
CELL CONNECT	Vancouver Telephone Company Limited	Canada	TMA686240	18-Apr-07	Registered

Schedule B

SCHEDULE C

Pending Registration Applications

MARK	OWNER	COUNTRY	REG. NO.	REG. DATE	STATUS
AMERICATEL	Americatel Corporation	Virgin Islands (US)	4155	27-Nov-03	Unknown ¹
AMERICANET	Americatel Corporation	Cuba	127530		Pending
AMERICATEL CARD	Americatel Corporation	Puerto Rico			Pending
AMERICATEL CARD	Americatel Corporation	Puerto Rico			Pending

¹ We are unable to verify the status of the mark at this time as the US Virgin Islands does not have an online database.

SCHEDULE D

Intellectual Property Rights Disclosure

None.

Schedule D