

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axesstel, Inc.		09/28/2012	CORPORATION: NEVADA

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: 5		
Property Type	Number	Word Mark
Serial Number:	85867730	AXESSTEL HOME ALERT
Serial Number:	85780905	AXESS ALERT
Serial Number:	85776992	AXESS MED ALERT
Serial Number:	85867724	AXESSTEL
Serial Number:	85777017	CUT THE CORD SOLUTIONS

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
-------------------------	------------

CH \$140.00 85867730

NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	09/18/2013
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
AXESSTEL HOME ALERT	85867730	3/5/13
AXESS ALERT	85780905	11/16/12
AXESS MED ALERT	85776992	11/12/12
AXESSTEL	85867724	3/5/13
CUT THE CORD SOLUTIONS	85777017	11/12/12