

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Start Wireless Group, Inc.		01/16/2014	CORPORATION: OHIO
The Owl Wireless, LLC		01/16/2014	LIMITED LIABILITY COMPANY: OHIO
Online Wireless, Inc.		01/16/2014	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	TracFone Wirelss, Inc.
<b>Street Address:</b>	9700 NW 112th Avenue
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33178
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3466579	
Registration Number:	3466578	
Registration Number:	3691026	TALK SMART
Registration Number:	3466575	PAGEPLUS
Registration Number:	3549129	PAGE PLUS

**CORRESPONDENCE DATA**

Fax Number: 3124568435  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 312.456.8400  
 Email: chiipmail@gtlaw.com, matthewsk@gtlaw.com, maierse@gtlaw.com, mccoyme@gtlaw.com  
 Correspondent Name: Eric J. Maiers, Greenberg Traurig, LLP

CH \$140.00 3466579

Address Line 1: 77 W. Wacker Drive  
Address Line 2: Suite 3100  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 027207-073500

NAME OF SUBMITTER: Eric J. Maiers

Signature: /Eric J. Maiers/

Date: 01/17/2014

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT AGREEMENT

January 16, 2014

WHEREAS, Start Wireless Group, Inc., an Ohio corporation ("Start Wireless"), The Owl Wireless, LLC, an Ohio limited liability company ("Owl Wireless"), and Online Wireless, Inc., an Ohio corporation ("Online Wireless" and, together with Start Wireless and Owl Wireless, each an "Assignor" and, collectively, "Assignors"), located and doing business primarily at 1615 Timberwolf Drive, Holland, Ohio 43528, are the owners of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, TracFone Wireless, Inc., a Delaware corporation, having a mailing address at 9700 NW 112<sup>th</sup> Avenue, Miami, Florida 33178 ("Assignee"), is desirous of acquiring the Trademarks and all goodwill associated therewith; and

WHEREAS, Assignee desires to acquire the Trademarks, and Assignors desire to assign the Trademarks to Assignee, pursuant to that certain Asset Purchase Agreement, dated as of April 29, 2013 (as amended or otherwise modified from time to time, the "Purchase Agreement"), between Assignors, Assignee and certain other parties thereto.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, each Assignor hereby assigns, transfers and conveys to Assignee, such Assignor's entire worldwide rights, titles and interests in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, each of such Assignor's Trademarks, as well as any related trademark registrations, trade names, service marks, trade dress and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with each Assignor's worldwide rights, titles and interests in and to each of such Assignor's Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of such Trademarks.

Notwithstanding anything to the contrary in this Trademark Assignment Agreement, nothing herein is intended to, nor shall it, extend, amplify, expand, supersede, modify, replace, limit or otherwise alter in any way the representations, warranties, covenants and obligations of the parties hereto contained in the Purchase Agreement or the survival thereof.

Each Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of such Assignor's Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Each Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations with respect to such Assignor's Trademarks; and amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Each Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

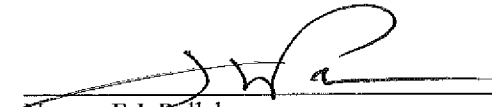
Sections 9.1 through 9.13 of the Purchase Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

ASSIGNEE:

TRACFONE WIRELESS, INC.

  
Name: E.J. Pollak

Its: President and Chief Executive Officer

ASSIGNORS:

START WIRELESS GROUP, INC.

\_\_\_\_\_  
Name: Andrade A. Andrade

Its: President

THE OWL WIRELESS, LLC

\_\_\_\_\_  
Name: Andrade A. Andrade

Its: President

ONLINE WIRELESS, INC.

\_\_\_\_\_  
Name: Andrade A. Andrade

Its: President

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

ASSIGNEE:

TRACFONE WIRELESS, INC.

\_\_\_\_\_  
Name: F.J. Pollak

Its: President and Chief Executive Officer

ASSIGNORS:

START WIRELESS GROUP, INC.

\_\_\_\_\_  
Name: Andrade A. Andrade

Its: President

THE OWL WIRELESS, LLC

\_\_\_\_\_  
Name: Andrade A. Andrade

Its: President

ONLINE WIRELESS, INC.

\_\_\_\_\_  
Name: Andrade A. Andrade

Its: President

*Signature Page to Trademark Assignment Agreement*

**TRADEMARK**  
**REEL: 005196 FRAME: 0510**

SCHEDULE A

TRADEMARK REGISTRATIONS

<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Mark</b>	<b>Owner of Record</b>
3,466,579	July 15, 2008		Start Wireless Group, Inc. (Ohio Corp.) 1615 Timberwolf Drive Holland, Ohio 43528
3,466,578	July 15, 2008		Start Wireless Group, Inc. (Ohio Corp.) 1615 Timberwolf Drive Holland, Ohio 45328
3,691,026	October 6, 2009	TALK SMART	Start Wireless Group, Inc. (Ohio Corp.) 1615 Timberwolf Drive Holland, Ohio 43528
3,466,575	July 15, 2008	PAGEPLUS	Start Wireless Group, Inc. (Ohio Corp.) 1615 Timberwolf Drive Holland, Ohio 43528
3,549,129	December 23, 2008	PAGE PLUS	Start Wireless Group, Inc. (Ohio Corp.) 1615 Timberwolf Drive Holland, Ohio 43528