

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICON Agent, LLC		06/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NTS, Inc.		
Street Address:	1220 Broadway		
City:	Lubbock		
State/Country:	TEXAS		
Postal Code:	79401		
Entity Type:	CORPORATION: NEVADA		
Name:	NTS Communications, Inc.		
Street Address:	1220 Broadway		
City:	Lubbock		
State/Country:	TEXAS		
Postal Code:	79401		
Entity Type:	CORPORATION: TEXAS		
Name:	Xfone USA, Inc.		
Street Address:	1220 Broadway		
City:	Lubbock		
State/Country:	TEXAS		
Postal Code:	79401		
Entity Type:	CORPORATION: MISSISSIPPI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3464870	XPHONE	
Registration Number:	1293303	NTS COMMUNICATIONS	
Registration Number:	1798210	NTS COMMUNICATIONS	
Registration Number:	3573121	NTS-ONLINE	
Registration Number:	2377240	NTS-ONLINE	
Registration Number:	2939474	EXPETEL	

CH \$165.00 3464870

CORRESPONDENCE DATA**Fax Number:** 6175269899*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 6175269628**Email:** cslattery@proskauer.com**Correspondent Name:** Christine Slattery**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	32868/013
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/15/2014

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of June 6, 2014, in favor of NTS, Inc. (f/k/a Xfone, Inc.), a Nevada corporation, NTS Communications, Inc., a Texas corporation and Xfone USA, Inc., a Mississippi corporation (collectively, the “Grantors”) by ICON Agent, LLC, a Delaware limited liability company, as collateral agent (the “Agent”) for the Lenders (as defined in the Loan Agreement referred to below).

WHEREAS, the Grantors entered into that certain Term Loan, Guarantee and Security Agreement, dated as of October 6, 2011 (as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the “Loan Agreement”), with the Lenders party thereto, the Agent and the other credit parties party thereto (the “Credit Parties”);

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, the Grantors and Agent entered into that certain Trademark Security Agreement, dated as of October 26, 2011 (the “Trademark Security Agreement”), pursuant to which each Grantor granted to the Agent, for the benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement) of the Grantors;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on February 7, 2012 at Reel 4712 and Frame 0420 with respect to NTS, Inc. (f/k/a Xfone, Inc.), Reel 4712 and Frame 0478 with respect to NTS Communications, Inc., and Reel 4712 and Frame 0445 with respect to Xfone USA, Inc.; and

WHEREAS, the Grantors and Credit Parties have paid in full all of the outstanding monetary obligations under the Loan Agreement and request a specific release of the security interest granted and recorded against the Trademark Collateral, and Agent agrees to release, relinquish and discharge all of its right, title and interest in and to the Trademark Collateral, including without limitation, all of the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of itself and the Lenders, hereby agrees as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement.
2. The Agent hereby terminates, relinquishes, releases and discharges in its entirety the Agent’s Lien on and security interest in the Trademark Collateral, including, but not limited to, all of the Trademarks set forth on Schedule A hereto. If and to the extent the Agent retains any interest in the Trademark Collateral, the Agent hereby assigns, transfers and conveys to the Grantors, all of the Agent’s right, title and interest, now owned or hereinafter acquired, that the Agent may have whether by assignment or otherwise, in and to the Trademark Collateral.
3. The Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or required in order to evidence the release of such Lien and/or more fully and effectively carry out the purposes of this Release at the Grantors’ sole cost and expense.

4. The Agent hereby authorizes and requests that the United States Patent and Trademark Office and any other applicable government agency record this Release.

5. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

ICON AGENT, LLC

By: IEMC, LLC, its Manager

By:  _____

Name: Michael A. Weism

Title: CO-CEO CO-President

SCHEDULE A

Trademark Registrations and Trademark Applications

Mark	Owner	Reg. No.	Reg. Date
XFONE	NTS, Inc. (f/k/a Xfone, Inc.)	3,464,870	7/15/2008
XFONE	NTS, Inc. (f/k/a Xfone, Inc.)	2340154 (UK Registration)	8/8/2003
NTS Communications	NTS Communications, Inc.	1,293,303	9/4/1984
NTS Communications (with design)	NTS Communications, Inc.	1,798,210	10/12/1993
NTS-ONLINE (with design)	NTS Communications, Inc.	3,573,121	8/15/2000
NTS-ONLINE	NTS Communications, Inc.	2,377,240	2/10/2009
eXpeTel	Xfone USA, Inc. (as successor by merger with WS Telecom, Inc.)	2,939,474	4/12/2005

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