

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Thumbspeed, Inc.		04/30/2008	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WF Fund III Limited Partnership c/o/b as Wellington Financial LP and Wellington Financial Fund III		
<b>Composed Of:</b>	COMPOSED OF GP WP Fund III Limited Partnership, its general partner, and 2089368 Ontario Limited, its general partner		
<b>Street Address:</b>	161 Bay St. Suite 2520		
<b>Internal Address:</b>	P.O. Box 225		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2S1		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78710328	THUMBSPEED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(305)961-5812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	305-579-0812		
<b>Email:</b>	mrv@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig Attn: Manuel Valcarcel		
<b>Address Line 1:</b>	1221 Brickell Avenue		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>ATTORNEY DOCKET NUMBER:</b>	101233.010200		
<b>DOMESTIC REPRESENTATIVE</b>			

**CH \$40.00 78710328**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Manuel Valcarcel
Signature:	/manuel valcarcel/
Date:	05/02/2008

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

### (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

THIS TRADEMARK SECURITY AGREEMENT is made as of April 30, 2008 (this "Agreement"), by Thumbspeed, Inc., a Washington corporation ("Grantor"), in favor of WF Fund III Limited Partnership C/O/B as Wellington Financial LP and Wellington Financial Fund III (herein in such capacity, and together with its successors and assigns, called "Grantee").

WHEREAS, Grantor owns certain "Trademarks" (as defined below) and is a party to certain "Trademark Licenses" (as defined below); and

WHEREAS, Oz Communications Inc. ("Borrower") and Grantee, as lender have entered into a Credit Agreement dated as of April 25, 2008 (herein, as from time to time amended, supplemented or restated, called the "Credit Agreement"), pursuant to which Grantee has agreed to advance up to an aggregate amount of CDN\$10,000,000;

WHEREAS, it is a condition precedent to Grantee's obligation to advance funds pursuant to the Credit Agreement that Grantor shall execute and deliver to Lender a satisfactory guaranty of Borrower's obligations under the Credit Agreement (the "Guaranty");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement"), in order to secure the Secured Obligations (as defined in the Security Agreement), Grantor has granted to Grantee for the benefit of Grantee a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Secured Obligations, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and

all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

Notwithstanding anything to the contrary contained herein, the Trademark Collateral shall not include, and no security interest shall be granted in, any personal property that is not "Collateral" as such term is defined in the Security Agreement.

As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any "Event of Default" (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent as may be allowed in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

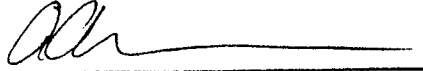
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. DEBTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE NON EXCLUSIVE JURISDICTION OF SUCH STATE AND FEDERAL COURTS OF SUCH STATE AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING HERETO BY ANY MEANS ALLOWED UNDER NEW YORK OR FEDERAL LAW.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

Thumbspeed, Inc.

By:   
Name: *Aaron Akerman*  
Title: *Vice President Finance*

Acknowledged:

WF Fund III Limited Partnership, c/o/b  
as Wellington Financial LP and  
Wellington Financial Fund III

By: GP WP Fund III Limited Partnership, its General Partner

By: 2089368 Ontario Limited, its general partner

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

Thumbspeed, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

WF Fund III Limited Partnership, c/o/b  
as Wellington Financial LP and  
Wellington Financial Fund III

By: GP WP Fund III Limited Partnership, its General Partner

By: 2089368 Ontario Limited, its general partner

By: \_\_\_\_\_  
Name: *Michael J. Kelly*  
Title: *President & CEO*

Schedule 1  
to Trademark  
Security Agreement

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS  
AND TRADEMARK APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Thumbspeed	78710328	August 14, 2007

B. U.S. Trademark Applications

None.

C. Common Law Trademarks/Tradenames

None.

D. Domain Names

None.

EXCLUSIVE TRADEMARK LICENSES

None.