

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 |
| Oz Communications, Inc. | | 04/30/2008 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | WF Fund III Limited Partnership c/o/b as Wellington Financial LP and Wellington Financial Fund III | | |
| Street Address: | 161 Bay St. Suite 2520 | | |
| Internal Address: | P.O. Box 225 | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5J 2S1 | | |
| Entity Type: | LIMITED PARTNERSHIP: CANADA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 75262333 | OZ | |
| Serial Number: | 78957919 | OZ | |
| Serial Number: | 78370856 | POWERED BY OZ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (305)961-5812 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3055790812 | | |
| Email: | mrv@gtlaw.com | | |
| Correspondent Name: | Greenberg Traurig Attn: Manuel Valcarcel | | |
| Address Line 1: | 1221 Brickell Avenue | | |
| Address Line 4: | Miami, FLORIDA 33131 | | |
| ATTORNEY DOCKET NUMBER: | 101233.010200 | | |

CH \$90.00 75262333

DOMESTIC REPRESENTATIVE

900105822

**TRADEMARK
 REEL: 003772 FRAME: 0195**

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

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Manuel Valcarcel |
| Signature: | /manuel valcarcel/ |
| Date: | 05/06/2008 |

Total Attachments: 8
source=Oz Communications Trademark Security Agrmt #page1.tif
source=Oz Communications Trademark Security Agrmt #page2.tif
source=Oz Communications Trademark Security Agrmt #page3.tif
source=Oz Communications Trademark Security Agrmt #page4.tif
source=Oz Communications Trademark Security Agrmt #page5.tif
source=Oz Communications Trademark Security Agrmt #page6.tif
source=Oz Communications Trademark Security Agrmt #page7.tif
source=Oz Communications Trademark Security Agrmt #page8.tif

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 Oz Communications Inc., a corporation organized under the Canada Business Corporations Act ("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, Grantor 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 \$10,000,000; and

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" (as defined in the Security Agreement).

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 expressly 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.

[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.

Oz Communications 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.

Oz Communications, 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: *Maria Muthelen*
Title: *President & CEO*

Schedule 1
to Trademark
SECURITY AGREEMENT

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS

A. Trademarks and Trademark Registrations

Used in the Ordinary Course of Business

| Trade-Mark | Country | Application No. | Filing Date | Registration No. | Registration Date | Expiry Date |
|------------|--------------------|-----------------|------------------|------------------|-------------------|--------------------------------------|
| OZ | USA | 75262333 | March 21, 1997 | 2404070 | November 14, 2000 | Must be renewed by November 14, 2010 |
| OZ | Canada | 1227752 | August 20, 2004 | TMA651594 | October 26, 2005 | Must be renewed by October 26, 2020 |
| OZ | European Community | 5671912 | February 7, 2007 | 5671912 | January 30, 2008 | February 7, 2017 |

OZ identified a trademark application for an "OZ" trademark by a third party (Framol SL) in Spain for similar goods and services. OZ is evaluating the possibility of filing an opposition to such trademark.

Not used in the Ordinary course of Business

| Trade-Mark | Country | Application No. | Filing Date | Registration No. | Registration Date | Expiry Date |
|---------------|---------|-----------------|-------------------|------------------|-------------------|--------------------------------------|
| MLOCATION | Europe | 1510833 | February 16, 2000 | 1510833 | August 9, 2001 | Must be renewed by February 16, 2010 |
| MPRESENCE | Europe | 1511161 | February 16, 2000 | 1511161 | May 2, 2001 | Must be renewed by February 16, 2010 |
| SMARTPRESENCE | Europe | 1498567 | February 9, 2000 | 1498567 | June 1, 2001 | Must be renewed by February 9, 2010 |
| SMARTSMS | Europe | 1658863 | May 16, 2000 | 1658863 | August 9, 2001 | Must be renewed by May 16, 2010 |

SCHEDULE 1
OZ Communications Inc.

**TRADEMARK
REEL: 003772 FRAME: 0201**

| | | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|---------------|---------|----------------|-----------------------------------|
| WALK ON THE WIRELESS SIDE | Europe | 1519552 | May 16, 2000 | 1519552 | August 9, 2001 | May 16, 2010 |
| IPULSE (Owned by Telefonaktiebolaget LM Ericsson corporation. Oz has an undivided and equal share in the trademark pursuant to a license agreement.) | USA | 75677155 | April 8, 1999 | 2550456 | March 19, 2002 | Must be renewed by March 19, 2012 |

B. Trademark Applications

| Trade-Mark | Country | Application No. | Filing Date | Registration No. | Registration Date | Expiry Date |
|---------------|-----------|-----------------------------------------------|-------------------|------------------|-------------------------------------------------------------------------------------------|-------------|
| OZ | USA | 78957919 | August 22, 2006 | N/A | N/A | N/A |
| OZ | China | | February 15, 2007 | N/A | N/A | N/A |
| OZ | India | 1531644 | February 15, 2007 | N/A | N/A | N/A |
| OZ | Australia | 1159702 | February 7, 2007 | N/A | N/A | N/A |
| OZ | Hong Kong | 300812006 | February 8, 2007 | N/A | N/A | N/A |
| OZ | Singapore | T07/02600Z, T07/0260F and T07/02595Z | February 7, 2007 | N/A | N/A | N/A |
| POWERED BY OZ | USA | 78370856 | February 19, 2004 | N/A | N/A Case Suspended – Final Refusal Issued April 15, 2008 | N/A |
| POWERED BY OZ | Canada | 1227755 | August 28, 2004 | N/A | N/A Unlikely to be granted as corresponding US trade- mark was refused. | N/A |

C. Common Law Trademarks/Tradenames

None.

SCHEDULE 1
OZ Communications Inc.

TRADEMARK
REEL: 003772 FRAME: 0202

D. Domain Names

| Domain Name | Owner of Record | Registration Date | Renewal Date |
|-----------------------|------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|
| ozcanada.ca | Oz Communications Inc. | 27 Oct 2005 | 27 Oct 2009 |
| oz-canada.ca | Oz Communications Inc. | 27 Oct 2005 | 27 Oct 2009 |
| oz.com | Mitch Wright, OZ.COM Note: This domain name was transferred to Oz Communications Inc. pursuant to an agreement. | 15 Jul 1988 | 14 Jul 2010 |
| oz-canada.com | Oz Communications Inc. | 27 Oct 2005 | 27 Oct 2012 |
| livethemobilelife.com | Oz Communications Inc. | 9 Jun 2006 | 9 Jun 2009 |
| oz-service.com | Oz Communications Inc. | 23 Aug 2006 | 23 Aug 2009 |
| oz-communications.com | Oz Communications Inc. | 25 Aug 2004 | 25 Aug 2009 |
| oz-communications.biz | Oz Communications Inc. | 26 Aug 2004 | 26 Aug 2009 |
| oz-communications.net | Oz Communications Inc. | 25 Aug 2004 | 25 Aug 2009 |
| ozcommunications.mobi | Oz Communications Inc. | 26 Sep 2006 | 26 Sep 2008 |
| ozcom.mobi | Oz Communications Inc. | 26 Sep 2006 | 26 Sep 2008 |
| thumbspeed.com | Oz Communications Inc. | 15 Aug 2006 | 10 Jun 2011 |
| thumbspeed.net | Oz Communications Inc. | 15 Aug 2006 | 6 Nov 2008 |
| thumbspeedinc.com | Oz Communications Inc. | 15 Aug 2006 | 15 Feb 2009 |
| zap2mobile.com | Oz Communications Inc. | 15 Aug 2006 | 12 Jan 2009 |
| 1clickblog.com | Oz Communications Inc. | 16 Aug 2006 | 17 Feb 2009 |
| oneclickblog.com | Oz Communications Inc. | 16 Aug 2006 | 17 Feb 2009 |
| mobigogo.com | Transfer of owner of record on the registry from Christina Kejriwal to Oz Communications | 05 Jun 2004 | 05 Jun 2008 |

SCHEDULE 1
OZ Communications Inc.

TRADEMARK
REEL: 003772 FRAME: 0203

| | | | |
|--|---------------------|--|--|
| | Inc. under process. | | |
|--|---------------------|--|--|

EXCLUSIVE TRADEMARK LICENSES

None.

SCHEDULE 1
OZ Communications Inc.