

## 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
Xfone USA, Inc.		10/26/2011	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	ICON Agent, LLC		
Street Address:	3 Park Ave., 36th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2939474	EXPETEL	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7000441		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

Date:

02/07/2012

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of ICON Agent, LLC ("ICON"), as Agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of October 6, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and ICON, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Loan Agreement, to guarantee the Obligations (as defined in the Loan Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Loan Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks owned by such Grantor and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

XFONE, INC.,  
as Grantor

By: 

Name: Guy Nissenson  
Title: CEO

NTS COMMUNICATIONS, INC.,  
as Grantor

By: 

Name: Jerry Hoover  
Title: Executive Vice President

XFONE USA, INC.,  
as Grantor

By: 

Name: Jerry Hoover  
Title: Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

ICON AGENT LLC  
as Agent

By: IEMC Corp., its Manager

By: \_\_\_\_\_

Name:

Title:

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

Very truly yours,

XFONE, INC.,  
as Grantor

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

NTS COMMUNICATIONS, INC.,  
as Grantor

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

XFONE USA, INC.,  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

ICON AGENT LLC  
as Agent

By: IEMCO Corp., its Manager

By: \_\_\_\_\_  
Name: Michael Reisner  
Title: Co-President  
and  
Co-Chief Executive Officer

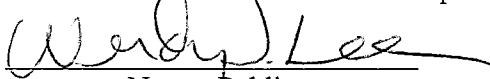
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

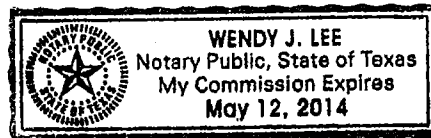
TRADEMARK  
REEL: 004712 FRAME: 0450

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF LUBBOCK    )

On this 26<sup>th</sup> day of October, 2011 before me personally appeared Guy Nissenson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Xfone, Inc., a Nevada corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

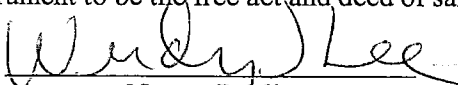
  
Notary Public

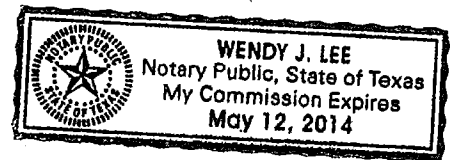


ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF LUBBOCK    )

On this 26<sup>th</sup> day of October, 2011 before me personally appeared Jerry Hoover, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NTS Communications, Inc., a Texas corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



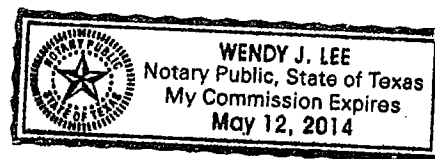


ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS            )  
                                  ) ss.  
COUNTY OF LUBBOCK    )

On this 26<sup>th</sup> day of October, 2011 before me personally appeared Jerry Hoover, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Xfone USA, Inc., a Mississippi corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Wendy J. Lee  
Notary Public



Schedule I  
to  
Trademark Security Agreement

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Owner	Reg. No.	Reg. Date
XFONE	Xfone, Inc.	3,464,870	7/15/2008
XFONE	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

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

None.