

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
Simplexity, LLC		12/15/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Bank: OHIO

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3356149	WIREFLY
Registration Number:	3356150	JOE MOBILE
Registration Number:	2768131	WIREFLY
Registration Number:	2869870	POINT.COM
Registration Number:	2843311	POINT.COM
Registration Number:	2948952	POWERED BY INPHONIC
Registration Number:	2882387	STARBOX
Registration Number:	2991879	WE DELIVER CELLULAR
Registration Number:	3444023	CELLULAR CHOICES
Registration Number:	2518245	SIMPLEXITY
Registration Number:	2528160	SIMPLEXITY.COM
Registration Number:	2939540	FONCENTRAL.COM
Registration Number:	3052534	VMC SATELLITE

CH \$490.00 3356149

Registration Number:	2566727	GADGETSPACE
Registration Number:	3052535	VMC
Registration Number:	2939539	MOBILECITYDIRECT
Serial Number:	78958719	U-DOO
Serial Number:	77820732	U-DOO
Serial Number:	77623950	WIREFLY CONNECT

CORRESPONDENCE DATA

Fax Number: (312)577-8816
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	210196-21
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	12/15/2009

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2009 (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is between **SIMPLEXITY, LLC**, a Delaware limited liability company (the "Grantor"), and **FIFTH THIRD BANK**, an Ohio banking corporation (the "Grantee").

RECITALS

WHEREAS, certain indebtedness under the Credit Agreement was originally lent pursuant to that certain Credit Agreement dated December 21, 2007, as amended (the "**Original Credit Agreement**") by and among Grantor, certain of its affiliates, Adeptio Funding, LLC and Adeptio Funding Parallel, LLC (collectively, the "**Original Lenders**") by the Original Lenders to Grantor; and

WHEREAS, in order to induce the Original Lenders to enter into the Original Credit Agreement, the Grantor has executed and delivered that certain Security Agreement dated as of December 21, 2007 (the "**Original Security Agreement**") among Grantor and the Original Lenders granting to the Original Lenders a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Original Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Original Credit Agreement; and

WHEREAS, Grantor and Grantee, as successor lender to the Original Lenders, desire to amend and restate the Original Security Agreement (as amended and restated, the "**Security Agreement**"), and the Original Credit Agreement (as amended and restated, the "**Credit Agreement**"), without constituting a novation, according to the terms and conditions hereof.

NOW, THEREFORE, in consideration for the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto, and all the goodwill of the business conducted with the use of, and symbolized by, each such Trademark or Trademark registration;
- (b) each Trademark license referred to in **Schedule 2** annexed hereto, and all the goodwill of the business conducted with the use of, and symbolized by, each such Trademark license; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto and the Trademarks licensed under any Trademark license referred to in **Schedule 2** annexed hereto.

SECTION 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement, are expressly subject to the terms and conditions thereof, and are not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms 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.

SECTION 4. PURPOSE. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

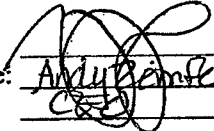
SECTION 5. CHOICE OF LAW. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Illinois, without regard to its choice of law principles.

SECTION 6. COUNTERPARTS. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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

SIMPLEXITY, LLC, a Delaware limited liability company

By: 
Name: Andrew Bamber
Title: CEO

Acknowledged:

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____

Trademark Security Agreement

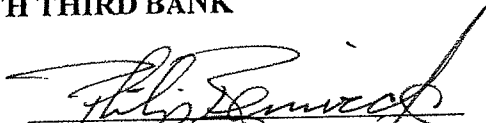
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

SIMPLEXITY, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____




Acknowledged:

FIFTH THIRD BANK

By: 
Name: PHILIP LENNOX
Title: VICE PRESIDENT

Schedule 1
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. No./	Registration Date
WIREFLY	3,356,149	December 18, 2007
JOE MOBILE	3,356,150	December 18, 2007
WIREFLY	2,768,131	September 23, 2003
	2,869,870	August 3, 2004
	2,843,311	May 18, 2004
POWERED BY INPHONIC	2,948,952	May 10, 2005
STARBOX	2,882,387	September 7, 2004
WE DELIVER CELLULAR	2,991,879	September 6, 2005
CELLULAR CHOICES	3,444,023	June 10, 2008
SIMPLEXITY	2,518,245	December 11, 2001
SIMPLEXITY.COM	2,528,160	January 8, 2002
	2,939,540	April 12, 2005
VMC SATELLITE	3,052,534	January 31, 2006
GADGETSPACE	2,566,727	May 7, 2002
VMC	3052535	January 31, 2006
MOBILECITYDIRECT	2939539	April 12, 2005

FOREIGN TRADEMARK REGISTRATIONS

Mark	Reg. No./	Registration Date
SIMPLEXITY	Reg. No. TMA716018 Canada	June 5, 2008
SIMPLEXITY	1462845 European Union	January 17, 2000

Mark	Reg. No./	Registration Date
AVESAIR	1.903.617 Argentina	December 2, 2002
AVESAIR	728.398 Mexico	November 6, 2001
AVESAIR	002202695 European Union	March 24, 2004
AVESAIR	824.133.404 Brazil	April 17, 2007

U.S. TRADEMARK APPLICATIONS

Mark	App. No.	Filing Date
U-DOO	78958719	August 23, 2006
U-DOO	77820732	September 4, 2009
WIREFLY CONNECT	77623950	December 12, 2008

Schedule 2
Trademark Security Agreement

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

None