

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---------------------------------------|------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Payout and Authorization to Discharge | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MMV Capital Partners, Inc. | | 08/09/2011 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Airband Communications, Inc. | | |
| Street Address: | 14800 Landmark Boulevard, Suite 500 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75254 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2561540 | AIRBAND | |
| Registration Number: | 2732571 | AIRBAND COMMUNICATIONS | |
| Registration Number: | 3430031 | AIRBAND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)758-1550 | | |
| Phone: | 214.758.3502 | | |
| Email: | dcollins@pattonboggs.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: | Darren W. Collins | | |
| Address Line 1: | 2000 McKinney Avenue | | |
| Address Line 2: | Suite 1700 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 029583.0118 | | |
| NAME OF SUBMITTER: | Darren W. Collins | | |

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 REEL: 004654 FRAME: 0722**

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| Signature: | /Darren W. Collins/ |
| Date: | 11/03/2011 |
| Total Attachments: 2 source=MMV Capital Partners Inc. Payoff Letter#page1.tif source=MMV Capital Partners Inc. Payoff Letter#page2.tif | |

PAYOUT AND AUTHORIZATION TO DISCHARGE

TO: AIRBAND COMMUNICATIONS HOLDINGS, INC., AIRBAND COMMUNICATIONS, INC., SPARKPLUG, INC., SPARKPLUG DENVER, INC., SPARKPLUG SOUTHWEST, LLC, SPARKPLUG CENTRAL, INC., SPARKPLUG LAS VEGAS, INC., AND AZX CONNECT, L.L.C. (collectively, "AIRBAND")

MMV Capital Partners Inc., assignee of MMV Financial Inc. ("MMV") hereby acknowledges and agrees that payment to be made by AIRBAND to MMV in the amount of USD\$6,064,050.15, together with per diem interest of USD\$1,897.38 after August 10, 2011 (collectively, the "Payout Amount"), will completely fulfill and discharge all covenants and obligations (including, without limitation, all Outstanding Obligations) of AIRBAND and its affiliates in favour of MMV with respect to certain credit facilities established pursuant to a credit agreement between MMV and AIRBAND, dated as of the 18th day of August, 2010 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement").

Accordingly, MMV and AIRBAND hereby agree that, upon payment by AIRBAND and receipt by MMV of the Payout Amount, and in consideration thereof:

1. The Credit Agreement and all Security entered into pursuant thereto, and all other documents related thereto (other than the Warrant), shall be immediately terminated and of no further force or effect.
2. Each of MMV and AIRBAND shall be released and forever discharged of and from all actions, causes of action, suits, duties, debts, accounts, bonds, covenants, contracts, claims and demands whatsoever that any of MMV or AIRBAND now has or hereafter can, shall or may have for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the date hereof and in particular, without in any way limiting the generality of the foregoing, in respect of all claims for money advanced pursuant to the Credit Agreement, excepting only such claims and rights as MMV may be entitled to pursuant to the Warrant (which was assigned by MMV Financial Inc. to MMV Capital Partners Inc. in conjunction with the assignment of the Credit Agreement).
3. AIRBAND and its counsel shall be entitled, at its own expense, from time to time to do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances, and all discharges, financing change statements and similar notices reasonably necessary or proper for the discharge of any and all security interest(s) in favour of MMV pursuant to the Credit Agreement or the Security, and for such purposes, MMV does hereby irrevocably appoint AIRBAND and its counsel the true and lawful attorney-in-fact of MMV with full power of substitution, for it and in its name, to execute any discharge statements or financing change statements in any applicable jurisdiction, with full power of substitution. The power and authority hereby given and granted shall be deemed coupled with an interest and not revocable by any party.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Payout and Authorization to Discharge as of the 9th day of August, 2011.

**MMV CAPITAL PARTNERS
INC.**

By: *R Patterson*

Name: Ron Patterson

Title: EVP

**AIRBAND COMMUNICATIONS
HOLDINGS, INC., for itself and its
affiliates**

By: *Tim Kinnear*

Name: *Tim Kinnear*

Title: *CEO*