

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	ASSIGNMENT																												
CONVEYING PARTY DATA																													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Adeptio Funding, LLC</td><td>12/15/2009</td></tr><tr><td>Adeptio Funding Parallel, LLC</td><td>12/15/2009</td></tr></tbody></table>		Name	Execution Date	Adeptio Funding, LLC	12/15/2009	Adeptio Funding Parallel, LLC	12/15/2009																						
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<table border="1"><tr><td>Name:</td><td>Fifth Third Bank</td></tr><tr><td>Street Address:</td><td>222 S. Riverside Plaza</td></tr><tr><td>Internal Address:</td><td>30th Floor</td></tr><tr><td>City:</td><td>Chicago</td></tr><tr><td>State/Country:</td><td>ILLINOIS</td></tr><tr><td>Postal Code:</td><td>60606</td></tr></table>		Name:	Fifth Third Bank	Street Address:	222 S. Riverside Plaza	Internal Address:	30th Floor	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60606																
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PROPERTY NUMBERS Total: 15																													
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PATENT  
REEL: 023649 FRAME: 0762

Application Number:	09425739
Application Number:	09390026

**CORRESPONDENCE DATA**

Fax Number: (312)577-8816

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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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

**Total Attachments: 8**

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## ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND COPYRIGHTS

This Assignment of Security Interest in Patents and Copyrights, dated as of December 15, 2009 (this "Assignment"), is made by and among ADEPTIO FUNDING, LLC, ADEPTIO FUNDING PARALLEL, LLC (referred to herein collectively as "Adeptio") and FIFTH THIRD BANK ("FTB").

### RECITALS

WHEREAS, Simplexity, LLC, a Delaware limited liability company ("Simplexity"), Adeptio INPC Holdings, LLC, a Delaware limited liability company ("Holdings," Holdings, together with Simplexity are referred to herein collectively as "Borrower"), and Adeptio are parties to that Security Agreement dated as of December 21, 2007 and recorded on December 21, 2007 in Reel 020279, Frame 0779 (as the same may be amended, restated or modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower granted to Adeptio a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Patents and Copyrights, including those patents and copyrights referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain agreements between Adeptio and FTB, Adeptio assigned to FTB all of their respective interests and obligations as lenders, in each case, under the Security Agreement and certain other agreements, including, without limitation, that certain Credit Agreement dated as of December 21, 2007 (as amended, the "Loan Agreement") among Borrower and Adeptio, as amended and restated, without constituting a novation, by that certain Amended and Restated Credit Agreement dated as of the date hereof between Simplexity and FTB;

WHEREAS, FTB has agreed to accept the assignment of all of the interests of Adeptio as lender under the Loan Agreement from Adeptio;

WHEREAS, the parties hereto desire to execute this Assignment for the purposes of (i) assigning Adeptio's security interest in the Borrower's Patents and Copyrights and all other interests of Adeptio in the Security Agreement to FTB and (ii) evidencing such assignment of such security interest and other interests in the Security Agreement in any filing office where the Security Agreement was filed.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FTB and Adeptio hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

2. Assignment. In connection with the assignments from Adeptio to FTB, Adeptio does hereby assign and transfer all of its interests in, to and under the Security Agreement, and all obligations of Adeptio thereunder, to FTB. FTB hereby accepts such assignment and assumes all obligations of Adeptio under the Security Agreement. The execution and delivery of this Assignment shall not in any way affect or modify the liability of Borrower under the Security Agreement hereby assigned, and, notwithstanding this Assignment, all of the obligations of Borrower under the Security Agreement shall be and remain enforceable by FTB, or by its successors and assigns, against Borrower. All references to "Secured Parties" in the Security Agreement shall hereinafter refer to FTB.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section and Subsection titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Purpose. This Assignment has been executed and delivered by each party hereto for the purpose of recording the assignment of security interest referenced herein with the United States Patent and Office and the United States Copyright Office.

6. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Choice of Law. This Assignment 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.

8. Counterparts. This Assignment 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 Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

**ADEPTIO FUNDING, LLC**

By:   
Name: Raymond French  
Title: Authorized Signatory

**ADEPTIO FUNDING PARALLEL, LLC**

By:   
Name: Raymond French  
Title: Authorized Signatory

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**FIFTH THIRD BANK**

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

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

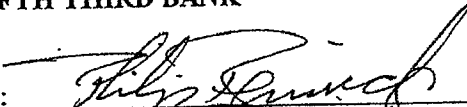
ADEPTIO FUNDING, LLC

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

ADEPTIO FUNDING PARALLEL, LLC

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

FIFTH THIRD BANK

By:  \_\_\_\_\_  
Name: PHILIP KENNER  
Title: VICE PRESIDENT

ATTACHMENT 1  
U.S. FEDERAL PATENTS AND COPYRIGHTS

*[To Be Attached]*

## INTELLECTUAL PROPERTY SCHEDULE

### U.S. PATENTS

Country	Title	Application No./ Filing Date	Patent No./ Issue Date
USA	Systems, methods, and computer program products for registering wireless device users in direct marketing campaigns	10/017,355 12/14/2001	7,162,221 1/9/2007
USA	Systems and methods for aggregating buyers for the purchase of telecommunications services via a network	09/390,025 9/3/1999	7,076,447 7/11/2006
USA	Systems and methods for employing "pay-as-you-go" telecommunications services	10/337,301 1/7/2003	7,013,127 3/14/2006
USA	Virtual private wireless network	09/777,046 2/5/2001	6,618,763 9/9/2003

### U.S. PATENT APPLICATIONS

Country	Title	Application No./ Filing Date
USA	System and method for identifying an alternative provider of telecommunications services	11/156,977 6/20/2005
USA	System and methods for monitoring "pay-as-you-go" telecommunications services	11/270,965 11/11/2005
USA	System and method for rating alternative solutions	10/975,721 10/28/2004
USA	Unpublished	10/606,672 6/26/2003
USA	Transaction execution system interface and enterprise system architecture thereof	10/455,692 6/6/2003
USA	Method and system for short message service (sms) transactions for wireless devices	10/420,074 4/22/2003
USA	Certification and activation of used phones on a wireless carrier	10/389,899 3/18/2003
USA	Systems, methods and computer program products for integrating advertising within web content	09/922,348 8/3/2001
USA	Systems, methods and computer program products for facilitating display of content within application programs executing on electronic devices	09/860,401 5/18/2001
USA	Unpublished	09/425,739 10/22/1999
USA	Unpublished	09/390,026 9/3/1999



### U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
UNIFIED INFORMATION	2,637,716	10/15/02
WELCOME TO OUR WIRELESS WORLD	2,658,604	12/10/02
WIREFLY	2,768,131	9/23/03
<b>Point</b> @com	2,869,870	8/3/04
<b>Point</b> @com	2,843,311	5/18/04
POWERED BY INPHONIC	2,948,952	5/10/05
STARBOX	2,882,387	9/7/04
WE DELIVER CELLULAR	2,991,879	9/6/05
INPHONIC	2,630,092	10/8/02
REASON	2,639,600	10/22/02
REASON	2,493,077	9/25/01
W-TRADE	2,470,822	7/24/01
MATCH	2,592,865	7/9/02
GADGETSPACE	2,566,727	5/7/02
AVESAIR	2,595,837	7/16/02
SIMPLEMOBILE	2,481,589	8/28/01
SIMPLEXITY	2,518,245	12/11/01
SIMPLEXITY.COM	2,528,160	1/8/02
THE NEW WAY TO CHOOSE TELECOMMUNICATIONS	2,604,395	8/6/02
VMC	3,052,535	1/31/06
VMC Satellite	3,052,534	1/31/06
FONCENTRAL.COM	2,939,540	4/12/05
MOBILECITYDIRECT	2,939,539	4/12/05

### U.S. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date
U-DOO	78/974,702	9/14/06
U-DOO	78/974,699	9/14/06
U-DOO	78/974,696	9/14/06
U-DOO	78/958,868	8/23/06
U-DOO	78/958,719	8/23/06
U-DOO	78/958,710	8/23/06
MFLY	78/767,905	12/6/05
WIREFLY	78/760,429	11/23/05

Trademark	Application Number	Application Date
JOE MOBILE	78/760,468	11/23/05
JOE MOBILE	78/760,470	11/23/05
1010 INTERACTIVE	77/133,272	3/16/07
CELLULAR CHOICES	77/188,705	5/23/07
A 1 WIRELESS	77/235,162	7/20/07
A 1 WIRELESS	77/235,143	7/20/07

#### REGISTERED COPYRIGHTS

Country	Reg. No.	Title
U.S.	VA 1-302-794	First month free, up to 4 TVs.
U.S.	TX 5-455-359	VMC Satellite brought to you by VMCWireless.com
U.S.	TX 6-064-947	DVD giveaway program rules
U.S.	TXu 747-536	Did we goof test?