

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
Airtime Technologies, Inc.		05/01/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	1111 Fannin Street		
Internal Address:	TX 2-135		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2627090	POCKET CHANGE	
CORRESPONDENCE DATA			
Fax Number:	(214)855-4300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2148554775		
Email:	awalker@jenkens.com		
Correspondent Name:	Andrea		
Address Line 1:	1445 Ross Avenue		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75202-2799		
ATTORNEY DOCKET NUMBER:	12283-194 TMSA AIRTIMETEC		
NAME OF SUBMITTER:	ANDREA WALKER		
Signature:	/Andrea Walker/		

CH \$40.00 2627090

Date:

09/25/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Airtime Technologies, Inc., a Florida corporation ("Grantor"), owns the Trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 16, 2005 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party 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 presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration and trademark application, including, without limitation, the Trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or trademark registration 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 in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.

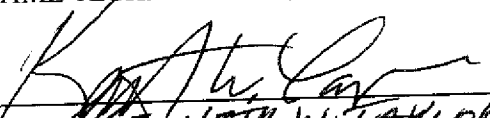
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 18 day of May, 2006.

Acknowledged:

GRANTOR:

AIRTIME TECHNOLOGIES, INC.

By: 
Name: KENNETH W. TAYLOR
Title: CEO

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,
as administrative agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 15th day of May, 2006.

Acknowledged:

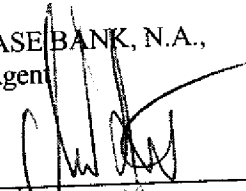
GRANTOR:

AIRTIME TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,
as administrative agent

By: 
Name: Chad Smith
Title: Vice President

Schedule I
to Trademark
Security Agreement

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
Airtime Technologies, Inc.	US	POCKET CHANGE	2627090	10/01/2002	Registered