

**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
Telecom International Services, LLC		05/01/2006	LIMITED LIABILITY COMPANY: COLORADO

**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: 5**

Property Type	Number	Word Mark
Serial Number:	76468814	PENNY CARD
Registration Number:	2884893	CLEAN CALL
Registration Number:	2816434	AMIGO ESPECIAL
Registration Number:	2816433	DE VOLADA
Registration Number:	2816432	GLOBAL DIRECT

**CORRESPONDENCE DATA**

Fax Number: (214)855-4300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2148554775  
 Email: awalker@jenkens.com  
 Correspondent Name: Andrea Walker  
 Address Line 1: 1445 Ross Avenue  
 Address Line 2: Suite 3700  
 Address Line 4: Dallas, TEXAS 75202-2799

CH \$140.00 76468814

ATTORNEY DOCKET NUMBER:	12283-194 TELECOM INTERNA
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	09/25/2006
Total Attachments: 4 source=12283.194 tmsa Telcom Int'l Services LLC#page1.tif source=12283.194 tmsa Telcom Int'l Services LLC#page2.tif source=12283.194 tmsa Telcom Int'l Services LLC#page3.tif source=12283.194 tmsa Telcom Int'l Services LLC#page4.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, Telecom International Services, LLC, a Colorado limited liability company ("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.

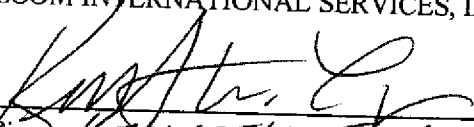
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted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

TELECOM INTERNATIONAL SERVICES, LLC

By:   
Name: KENNETH W. TAYLOR  
Title: CFO

**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 1st day of May, 2006.

Acknowledged:

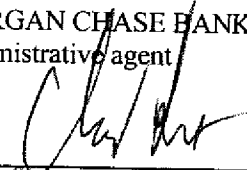
**GRANTOR:**

TELECOM INTERNATIONAL SERVICES, LLC

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

**SECURED PARTY:**

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

By:   
Name: Chad Smith  
Title: Vice President

Schedule 1  
to Trademark  
Security Agreement

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
Telecom International Services, LLC	US	CLEAN CALL	2884893	09/14/2004	Registered
Telecom International Services, LLC	US	PENNY CARD	76/468814	11/20/2002	Pending
Telecom International Services, LLC	US	AMIGO ESPECIAL	2816434	02/24/2004	Registered
Telecom International Services, LLC	US	DE VOLADA	2816433	02/24/2004	Registered
Telecom International Services, LLC	US	GLOBAL DIRECT	2816432	02/24/2004	Registered
Telecom International Services, LLC	US	CLEAN CALL	2884893	09/14/2004	Registered