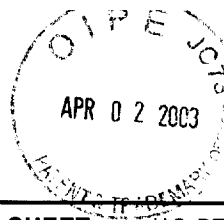


04-08-2003



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COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Cellhire Plc

4-2-03

- Individual(s)
- General Partnership
- Corporation-State
- Other company formed under laws of UK
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 3/24/2003

2. Name and address of receiving party(ies)

Name: Barclays Bank PLC

Internal Address: P.O. Box 190, Barclays House,

Street Address: 6 East Parade

City: Leeds State: Zip: LS1-2UX England

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other company formed under laws of UK

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/167,663;
76/399,623; 76/029,239; 76/100,691;
76/400,768

B. Trademark Registration No.(s) 2,010,513

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sarka Fagan

Internal Address:

Golenbock, Eiseman, Assor, Bell & Peskoe

Street Address: 437 Madison Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sarka Cerna-Fagan
Name of Person Signing

Sarka Cerna-Fagan
Signature

3/31/03
Date

Total number of pages including cover sheet, attachments, and document: 13

04/07/2003 DBYRNE 00000053 78167663

01 FC:85:21 40.00 OP
02 FC:85:22 125.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002707 FRAME: 0405

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 24, 2003, among Cellhire Plc, a company formed under the laws of England and Wales (the "Parent"), Cellhire, Inc., a Delaware corporation ("Cellhire Inc."), Cellhire USA, LLC, a Delaware limited liability company ("Cellhire USA"), and with the Parent and Cellhire Inc., collectively, "Assignors", Barclays Bank PLC, a company formed under the laws of England and Wales (the "Secured Party"), in connection with the Facilities Agreement, dated March 24, 2003, as amended, restated, varied, supplemented, novated or replaced from time to time (the "Facilities Agreement"), among the Secured Party, Assignors and the Companies named in Schedule 6 thereof as Approved Companies.

W I T N E S S E T H:

WHEREAS, the Parent owns directly or through one or more wholly-owned subsidiaries all of the issued and outstanding shares of capital stock and all of the issued and outstanding equity interests, respectively, of Cellhire Inc. and Cellhire USA;

WHEREAS, pursuant to the Facilities Agreement, the Secured Party has agreed to make available a term loan, a revolving credit facility and other accommodations (collectively, the "Loans") to the Assignors under the Facilities Agreement from time to time;

WHEREAS, it is a condition to the provision of the Loans by the Secured Party pursuant to the Facilities Agreement that the Assignors shall have executed and delivered to the Secured Party this Agreement;

WHEREAS, the Assignors are mutually dependent on each other in the conduct of their respective businesses as an integrated operation;

WHEREAS, each of Assignors has determined that its execution, delivery and performance of this Agreement directly benefit, are within its corporate or limited liability company purposes, respectively, and in the best interest of such Assignor;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Defined Terms. Capitalized terms defined in the Facilities Agreement, and not otherwise defined herein are used herein as so defined, and the following terms shall have the following meanings:

"Agreement" shall mean this Intellectual Property Security Agreement, as the same may from time to time be amended, supplemented or otherwise modified.

“Bankruptcy Code” shall mean Title 11 of the United States Code entitled “Bankruptcy,” as amended from time to time, and any successor statute or statutes.

“Collateral” shall have the meaning assigned to it in Article 2 hereof.

“Collateral Records” shall mean all Records and similar items which relate to any Collateral.

“Copyrights” shall mean all copyright assets including, but not limited to, all U.S. or other copyright, any other copyrightable works, as well as all U.S. or other copyright applications, registrations and renewals in connection therewith, now existing or hereafter made or acquired.

“Default” shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

“Event of Default” shall mean an Event of Default under any of the Banking Documents or an event by which this Agreement shall for any reason cease to be in full force and effect, or shall cease to give the Secured Party the Liens, rights, powers and privileges purported to be created hereby including, without limitation, a perfected first priority security interest in, and Lien on, all of the Collateral in accordance with the terms hereof.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement of any kind or nature whatsoever, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing or the filing of any financing statement or similar instrument under the UCC or comparable law of any jurisdiction, domestic or foreign.

“Patents” shall mean any patent assets including, but not limited to, all U.S. or other patents, as well as inventions and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all U.S. and other patent applications and patent disclosures, together with reissuances, continuations in part, revisions, extensions and reexaminations thereof, now or hereafter made or acquired.

“Permitted Liens” shall mean Liens permitted under any of the Banking Documents and listed on hereto, and Liens granted to the Secured Party pursuant to this Agreement.

“Person” shall mean and include any individual, partnership, joint venture, firm, corporation, association, trust or other enterprise or any government or political subdivision or agency, department or instrumentality thereof.

“Proceeds” shall mean “proceeds” as such term is defined in § 9-102(64) of the UCC.

“Record” means all “records” as such term is defined in § 9-102(69) of the UCC.

“Secured Obligations” shall mean (a) all obligations, liabilities (including, without limitation, contingent obligations) and indebtedness of every nature now existing or hereafter incurred, arising under or in connection with the Facilities Agreement, this Agreement, or any other Banking Document; and (b) all other obligations, liabilities of every kind, nature or description, direct or indirect, primary or secondary, joint or several, absolute or contingent of any of Assignors or any Borrower under or in respect of the Facilities Agreement or any other Banking Document, to the Secured Party, whether due or to become due and whether now existing or hereafter incurred and whether similar or dissimilar to the obligations described in clause (a) hereof, and including, without limitation, all consumer or commercial transactions, all purchase money and nonpurchase money transactions, all overdrafts, all letters of credit, all lines of credit and all other extensions of credit, regardless of how they may be evidenced.

“Trademarks” shall mean any mark assets including, without limitation, trademarks, service marks, logos, together with all translations, adaptations, derivations and combinations thereof that are registered in the U.S. Patent and Trademark Office or any comparable office in any other U.S. federal, state or local jurisdiction, and all applications for such registration and renewals thereof, as well as any unregistered trademarks, service marks, logos, together with all translations, adaptations, derivations and combinations thereof used by any of the Assignors in the U.S. or any other U.S. federal, state or local jurisdiction now or hereafter made or acquired.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

ARTICLE 2

GRANT OF SECURITY INTERESTS

As security for the prompt and complete payment and performance in full of all the Secured Obligations, each of the Assignors hereby assigns and pledges to the Secured Party, and grants to the Secured Party a security interest in and Lien on, all of such Assignors’ right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively called the “Collateral”):

- (i) all Copyrights;
- (ii) all Patents;
- (iii) all Trademarks;
- (iv) all Collateral Records;
- (v) all reissues, extensions or renewals of any of the items

described in this (i), (ii) and (iii);

(vi) all proceeds thereof (such as, by way of example, license fees or royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world (including all investments thereof); and

(vii) all goodwill of the business connected with use of and symbolized by the items described in classes (i), (ii) and (iii).

Notwithstanding the foregoing, it is expressly understood and agreed that the Schedules to this Agreement are intended to describe some, but not all, of the Collateral and the fact that any item of Collateral may not be specifically described on a Schedule hereto shall not be construed as excluding such item from or otherwise limiting the scope of the security interest granted herein.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Assignors, jointly and severally, represent and warrant to the Secured Party which representations and warranties shall survive execution and delivery of this Agreement that:

3.1 Validity, Perfection and Priority. The security interests in the Collateral granted to the Secured Party hereunder constitute legal and valid security interests in the Collateral and upon the filing of the necessary financing statements and/or other appropriate filings, the security interest in the Collateral granted to the Secured Party hereunder constitutes perfected security interests therein superior and prior to all Liens, rights or claims of all other Persons, except for Permitted Liens.

3.2 Intellectual Property; Tradenames; Prior Names. Schedule 3.2 hereto sets forth a complete and accurate list of all registered intellectual property, including, but not limited to, all Copyrights, Patents and Trademarks owned by any of the Assignors on the date hereof. Assignors own or possess the right to use, and none of them has done anything to authorize or enable any other Person to use, any of its Copyrights, Patents or Trademarks except as set forth in Schedule 3.2. All registrations for such Copyrights, Patents and Trademarks are valid and in full force and effect, and each Assignor owns or possesses the right to use all Copyrights, Patents and Trademarks necessary for the operation of its business. To the best of any Assignor's knowledge, there is no violation by others of any right of any Assignor with respect to any Copyright, Patent or Trademark owned or used by any Assignor, and no Assignor is infringing in any respect upon any Copyright, Patent or Trademark of any other Person, and no proceedings have been instituted or are pending against any Assignor or, to any Assignor's knowledge, threatened, and no claim against any Assignor has been received by any Assignor alleging any such violation. No Assignor has conducted business under any other name during the last four years, except as specified on Schedule 3.2 hereto.

3.3 Basic Representations and Warranties. (a) Each Assignor (i) is a duly formed or organized and validly existing limited liability company or corporation in good standing under the laws of the jurisdiction of its formation or incorporation, and (ii) has the limited liability

company or corporate power and authority to own its property and assets and to transact the business in which it is engaged or presently proposes to engage.

(b) Each Assignor has the limited liability company or corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary limited liability company or corporate action to authorize the execution, delivery and performance by it of this Agreement. Each Assignor has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

ARTICLE 4

COVENANTS

Assignors covenant and agree with the Secured Party that from and after the date of this Agreement:

4.1 Compliance with Laws. Each Assignor will comply in all material respects with all requirements of law applicable to the Collateral or any part thereof or to the operation of such Assignor's business.

4.2 No Impairment. No Assignor will take or permit to be taken any action which could impair the Secured Party's rights in the Collateral.

4.3 Negative Pledge. No Assignor will create, incur or permit to exist, and each Assignor will defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby and other than the Permitted Liens and will defend the right, title and interest of the Secured Party in and to any of the Collateral against the claims and demands of all Persons whomsoever.

4.4 Notice. Assignors will advise the Secured Party promptly, in reasonable detail, in accordance with the provisions hereof (a) of any Lien (other than Permitted Liens) on, or claim asserted against any of the Collateral, and (b) of the occurrence of any Default or Event of Default.

ARTICLE 5

FURTHER ASSURANCES

5.1 Further Instruments, Documents and Actions. Each Assignor agrees that from time to time, at its cost and expense, it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect the security interest granted or purported to be granted by it hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with

respect to any Collateral owned or held by it or on its behalf. Without limiting the generality of the foregoing, each Assignor shall:

(a) execute and file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices as may be necessary or desirable, or as the Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted by it hereby;

(b) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Collateral owned or held by it or on its behalf with any intellectual property registry in which the Collateral is registered or in which an application for registration is pending, including the United States Patent and Trademark Office, the United States Copyright Office and the various Secretaries of State; and

(c) at the Secured Party's request, appear in and defend any action or proceeding that may affect such Assignor's title to or the Secured Party's security interest in all or any part of the Collateral owned or held by it or on its behalf.

5.2 Filings. In addition, to the extent permitted by applicable law, Assignor hereby authorizes the Secured Party to file a record or records, including one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral owned or held by it or on its behalf without the signature of Assignor. Assignor agrees that a photographic or other reproduction of this Agreement or of a financing statement signed by Assignor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of Collateral that describes such property in any other manner as the Secured Party may determine, in its sole and absolute discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral owned or held by it or on its behalf granted to the Secured Party hereby, including describing such property as "all copyrights" or "all trademarks" or "all patents" or "all intellectual property". Each Assignor shall furnish to the Secured Party from time to time statements and schedules further identifying and describing the intellectual property owned or held by it or on its behalf and such other reports in connection with this Agreement as the Secured Party may reasonably request, all in reasonable detail.

5.3 Secured Party's Appointment as Attorney-in-Fact. (a) Each Assignor hereby irrevocably constitutes and appoints the Secured Party and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Assignor and in the name of such Assignor or in its own name, from time to time in the Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute, file and/or deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement.

(b) Each Assignor hereby ratifies all that said attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. This power-of-attorney is a power coupled with an interest and shall be irrevocable.

(c) Each Assignor hereby acknowledges and agrees that in acting pursuant to this power-of-attorney the Secured Party shall be acting in its own interest, and each Assignor acknowledges and agrees that the Secured Party shall have no fiduciary duties to such Assignor and each Assignor hereby waives any claims to the rights of a beneficiary of a fiduciary relationship hereunder. The powers conferred on the Secured Party hereunder are solely to protect the interests of the Secured Party in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers.

(d) The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors or employees shall be responsible to such Assignor for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

ARTICLE 6

MISCELLANEOUS

6.1 Governing Law; Submission to Jurisdiction. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS THEREOF.

(b) Any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each Assignor hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any thereof. Each Assignor irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Assignor at its address at which notices are to be given. Each Assignor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of the Secured Party to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Assignors in any other jurisdiction.

6.2 Limitation of Liability. No claim may be made by the Assignors or any other Person against the Secured Party or any of its affiliates, directors, officers, employees, attorneys

or agents, for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement, or any act, omission or event occurring in connection therewith; and each Assignor hereby waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

6.3 Notices. Any notice required to be delivered to the Secured Party shall be delivered to it in accordance with the provisions set forth in the Facilities Agreement, with a copy to Golenbock, Eiseman, Assor, Bell & Peskoe at 437 Madison Avenue, New York, New York 10022 to the attention of A. C. Peskoe, Esq., provided, that notices and communications to the Secured Party shall not be effective until received by such party. Any notice required to be delivered to Assignors shall be delivered to the Parent in accordance with the provisions set forth in Facilities Agreement.

6.4 Successors and Assigns. This Agreement shall be binding upon the Assignors and inure to the benefit of the Secured Party and all future holders of the Secured Obligations and their respective successors and assigns, except that the Assignors may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Secured Party. The Secured Party may assign its rights hereunder together with the rights under the Facilities Agreement in accordance with the Facilities Agreement and the Secured Party may grant participations in its rights hereunder.

6.5 Waivers and Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Assignors and the Secured Party, provided that any provision of this Agreement may be waived by the Secured Party in a written letter or agreement executed by the Secured Party or by telex or facsimile transmission from the Secured Party. Any such amendment, supplement, modification or waiver shall be binding upon the Assignors, the Secured Party and all future holders of the Secured Obligations. In the case of any waiver, the Assignors and the Secured Party shall be restored to their former position and rights hereunder and under the outstanding Secured Obligations, and any Default or Event of Default waived shall be deemed to be cured and not continuing, but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

6.6 No Waiver; Remedies Cumulative. No failure or delay on the part of the Secured Party in exercising any right, power or privilege hereunder and no course of dealing between the Assignors and the Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have on any future occasion. The rights and remedies herein expressly provided are cumulative and may be exercised singly or concurrently and as often and in such order as the Secured Party deems expedient and are not exclusive of any rights or remedies which the Secured Party would otherwise have whether by agreement or now or hereafter existing under applicable law. No notice to or demand on the Assignors in any case shall entitle the Assignors to any other or further notice or demand in

similar or other circumstances or constitute a waiver of the rights of the Secured Party to any other or further action in any circumstances without notice or demand.

6.7 Termination; Release. (a) When the Secured Obligations (other than indemnity and other contingent liabilities not then due and payable which survive repayment of the Loan and the termination of the Facilities Agreement) have been indefeasibly paid and performed in full and after the termination of the commitments of the Secured Party under the Facilities Agreement, this Agreement shall terminate, and the Secured Party, at the request and sole expense of the Assignors, will execute and deliver to the Assignors the proper instruments (including Uniform Commercial Code termination statements) acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to the Assignors, without recourse, representation or warranty of any kind whatsoever, such of the Collateral as may be in possession of the Secured Party and has not theretofore been disposed of, applied or released; provided, that the Secured Party's security interest created hereunder shall continue to be effective or reinstated, as the case may be, if at any time payment, or any part thereof, of the Secured Obligation is rescinded or must otherwise be restored by the Secured Party to the Assignors upon the bankruptcy or reorganization of the Parent, the other Assignors or otherwise.

(b) In the event that, at any time prior to the termination of this Agreement, any part of the Collateral is sold or otherwise disposed of (to a Person other than a Borrower) in a sale or disposition permitted under the Facilities Agreement, and at the time of such sale or disposition no Default or Event of Default shall have occurred and be continuing (herein called a "Permitted Disposition"), the security interests granted herein shall automatically terminate with respect to such Collateral. Upon any such Permitted Disposition, the Secured Party will, at any Assignor's sole expense, deliver to such Assignor, all such Collateral held by the Secured Party hereunder, and execute and deliver to such Assignor such documents as such Assignor shall reasonably request to evidence such termination.

6.8 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

6.9 Headings Descriptive. The headings of the several Sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

6.10 Marshaling. The Secured Party shall be under no obligation to marshal any assets in favor of the Assignors or any other Person or against or in payment of any or all of the Secured Obligations.

6.11 Severability. In case any provision in or obligation under this Agreement or the Secured Obligations shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.


6.12 Survival. All indemnities set forth herein shall survive the termination of this Agreement and the making and repayment of the Secured Obligations.

6.13 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN ASSIGNORS, THE SECURED PARTY ARISING OUT OF, IN CONNECTION WITH, RELATING TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, THE FACILITIES AGREEMENT, ANY NOTE, GUARANTY OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.


IN WITNESS WHEREOF, the Assignors and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

CELLHIRE USA, LLC


BY: CELLHIRE, INC., Sole Member

By: 
Name: Timothy Williams
Title: President

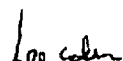
CELLHIRE, INC.

By: 
Name: Timothy Williams
Title: President

CELLHIRE PLC

By: 
Name: TIMOTHY WILLIAMS
Title: CHAIRMAN

BARCLAYS BANK PLC

By: 
Name: LEE Coleman
Title: RELATIONSHIP DIRECTOR

Intellectual Property Schedule 3.2

REGISTERED TRADEMARKS

<u>MARK</u>	<u>REGISTERED OWNER</u>	<u>REGISTRATION OR SERIAL NUMBER</u>	<u>JURISDICTION</u>
CELLHIRE	CELLHIRE PLC	2,010,513	USA
NETMOBILE	CELLHIRE PLC	78/167,663	USA
FONEFIX	CELLHIRE PLC	76/399,623	USA
CELLHIRE (WITH DESIGN)	CELLHIRE PLC	76/029,239	USA
CELLRENT	CELLHIRE PLC	76/100,691	USA
SIMSMART	CELLHIRE PLC	76/400,768	USA

Pursuant to various agreements with service providers, dealers and clients, the Assignors have from time to time granted a limited, non-exclusive license to use Cellhire trademarks to further the purposes of the applicable contract. The licenses expire upon termination of the contract in each case and Cellhire PLC retains all rights to the aforementioned marks.