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Tennessee Regulatory Authority

March 18, 2011

Via FedEx

Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243
615-741-3668

DOCKET NO.

11-00042

Re: Notification Regarding a Change in Name of NobelTel, LLC

Dear Ms. Freeman:

NobelTel, LLC ("NobelTel" or "Company"), by its counsel, hereby respectfully advises the Tennessee Regulatory Authority ("Authority") of its changing its name to account for three properly adopted assumed names. The proposed name-change is from NobelTel, LLC to NobelTel, LLC, d/b/a Ajax Telecom d/b/a Bane Telecom d/b/a NCP Telecom. NobelTel is a competitive carrier that provides resold long distance telecommunications services to customers virtually nationwide, including in Tennessee.

In support of this request, the Company provides the following information:

NobelTel. NobelTel is a Delaware limited liability company located at 5973 Avenida Encinas, Suite 202, Carlsbad, CA 92008. NobelTel provides a variety of interexchange resale services, including prepaid and postpaid card services, to residential and business end users as well as on a wholesale basis to other telecommunications carriers. NobelTel provides resold interstate service and intrastate interexchange service in all states, except for Alaska, and the District of Columbia. In Tennessee, NobelTel has been authorized as an interexchange service reseller. NobelTel also provides international service pursuant to its Section 214 authorization granted by the Federal Communications Authority. NobelTel will continue to hold its telecommunications authorizations following the name-change.

Description of the Transaction. By this Notification, NobelTel requests approval for a change in the name under which NobelTel provides services in Tennessee, which will allow it to use its properly filed assumed names. Pursuant to the accepted Applications for Registration of Assumed Limited Liability Company Name filings made with the State of Tennessee Department of State made on January 14, 2011, NobelTel has the right to do business under each of the three trade names Ajax Telecom, Bane Telecom, and NCP Telecom. The current customers of NobelTel will continue to be served by NobelTel pursuant to its existing telecommunications authorizations. The name-change will be entirely without effect on customers, who will enjoy the same rates, terms and conditions of service as they do prior to the closing, and any future changes will be made consistent with Authority requirements. Customers will use the same contact information for inquiries or other communications with the Applicant, regardless of the assumed name it uses at any given time. Indeed, despite the change in name, the Applicant does not anticipate any change in the management of operational personnel as a result of the transaction, thus maintaining the managerial, customer support, and technical expertise of the company. The day-to-day operations of NobelTel will not change as a result of this change.

The services provided through each assumed name will be telecommunications interexchange services provided through prepaid telephone calling cards, which NobelTel does not provide to end users but sells only to third-party distributors. NobelTel intends to use the names only to differentiate specific prepaid telephone calling cards from others for the purposes of differentiation among its distributors. There will be no difference to the services provided to end users, nor does NobelTel know, or have any way to determine who such end users are, and it cannot, consequently send notices of this name change to such consumers.

NobelTel's regulatory bond has been updated to reflect the name-change using a Surety Rider. Copies of the Company's Applications for Registration of Assumed Limited Liability Company Name for the assumed names Ajax Telecom, Bane Telecom, and NCP Telecom and copies of the bond's Surety Rider are enclosed herewith.

Public Interest Considerations. The proposed name-change described herein will serve the public interest. The use of properly filed and authorized assumed names will enable NobelTel to continue to enhance and expand the services that it offers to its customers through greater marketing options.

The proposed change does not involve any assignment of licenses or customers. All current customers of NobelTel will continue to be served by NobelTel pursuant to its existing telecommunications authorizations. The change will be transparent to customers who will continue to receive their existing services at the same rates, terms and conditions as at present. All existing tariffs will remain in place. Any future changes in the rates, terms and conditions of service will be made pursuant to Authority requirements. Applicant's management team, which will remain in place post-name-change, has extensive experience in providing quality communications services.

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Furthermore, the proposed name-change will not have a negative impact on competition. The Applicant is a non-dominant carrier that will continue to compete with Verizon, AT&T, and other carriers in the long distance markets for 1+, international, and calling card services. No existing or potential competitors will be eliminated as a result of the proposed transaction.

The Company submits that no additional filings are required for Authority approval for NobelTel to begin using its properly assumed names. Should the Authority believe that any further action is required, NobelTel respectfully requests that the Authority notify the undersigned at its earliest convenience.

Enclosed please find an extra copy of this letter along with a self-addressed, postage-paid envelope. Please date-stamp a duplicate copy upon receipt and return it in the envelope provided. Should the Authority have any questions regarding this matter, please do not hesitate to contact Peter Sinclair at (619) 699-5902.

Respectfully submitted,

NobelTel, LLC



Peter B. Sinclair, Secretary
964 5th Avenue, Suite 235
San Diego, CA 92101
Tel: (619) 699-5902
Fax: (484) 423-1817
psinclair@clerkinlaw.com



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

NOBELTEL, LLC
5973 Avenida Encinas
Suite 202
Carlsbad, CA 92008

January 18, 2011

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 433740 Status: Active
Filing Type: Limited Liability Company - Foreign

Document Receipt

Receipt # : 314905	Filing Fee:	\$20.00
Payment-Check/MO - LegalZoom.com, Inc., Glendale, CA		\$20.00

Amendment Type: Assumed Name

Image # : 6815-0469

Filed Date: 01/14/2011 1:31 PM

This will acknowledge the filing of the attached assumed name with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above. The name registration is effective for five years from the date the original registration was filed with the Secretary of State.

Tre Hargett
Secretary of State

Processed By: Tammy Morris

Field Name	Changed From	Changed To
New Assumed Name	No Value	Bane Telecom

State of Tennessee



Department of State

Corporate Filings

312 Rosa L. Parks Avenue

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

APPLICATION FOR REGISTRATION
OF ASSUMED
LIMITED LIABILITY COMPANY NAME

For Office Use Only

FILED

Pursuant to the provisions of §48-207-101 (d) of the Tennessee Limited Liability Company Act or §48-249-106(d) of the Tennessee Revised Limited Liability Company Act, the undersigned Limited Liability Company hereby submits this application:

1. The true name of the Limited Liability Company is: NOBELTEL, LLC

2. The state or country of organization is: Delaware

3. The Limited Liability Company intends to transact business under an assumed Limited Liability Company name.

4. The assumed Limited Liability Company name the Limited Liability Company proposes to use is:

Bane Telecom

NOTE: The assumed Limited Liability Company name must meet the requirements of §48-207-101 of the Tennessee Limited Liability Company Act or §48-249-106 of the Tennessee Revised Limited Liability Company Act, as applicable.

12/28/10
Signature Date

Secretary
Signer's Capacity

NobelTel, LLC
Name of Limited Liability Company

Peter B. Sinclair
Signature

Peter B. Sinclair
Name (typed or printed)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 12/28/10 before me, Hillary S. Condon, Notary Public
(Here insert name and title of the officer)

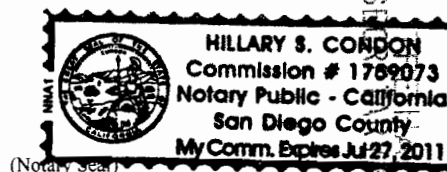
personally appeared Peter B. Sinclair

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hillary S. Condon
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Application for Registration
(Title or description of attached document)

of Assumed LLC name
(Title or description of attached document continued)

Number of Pages 1 Document Date 12/28/10

Bane Telecom
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☒ Corporate Officer
Secretary
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SURETY RIDER

TO BE ATTACHED TO AND FORM PART OF Tennessee Telecommunications Service Provider's
Surety Bond (Type of Bond)

BOND NUMBER: 103187707

IN FAVOR OF: State of Tennessee
(Obligee)

ON BEHALF OF: NobelTel, LLC
(Principal)

EFFECTIVE: October 23, 2002
(Original effective date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to:

- | | |
|--|--|
| <input type="checkbox"/> Increase | <input checked="" type="checkbox"/> Change the name of the principal |
| <input type="checkbox"/> Decrease | <input type="checkbox"/> Change the address of the principal |
| <input type="checkbox"/> Change the effective date | <input type="checkbox"/> Change the expiration date |
| <input type="checkbox"/> Other _____ | |

(of) the attached bond FROM: NobelTel, LLC

TO: NobelTel, LLC d/b/a Ajax Telecom; NobelTel, LLC d/b/a
Bane Telecom; NobelTel, LLC d/b/a NCP Telecom

EFFECTIVE: March 17, 2011

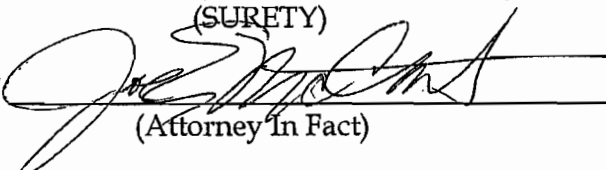
2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 18th day of March, 2011.

Travelers Casualty and Surety Company of America

(SURETY)

BY


(Attorney In Fact)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215144

Certificate No. 002925922

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joe E. McCart, and Christopher Owens

of the City of Duluth, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of March, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 20th day of March, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.