

07-23-1998



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Tab settings

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

1. Name of conveying party(ies):

Telligence, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Colorado
- Other
- 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: July 1, 1998

2. Name and address of receiving party(ies)

Name: Teligent, Inc.

Internal Address: _____

Street Address: 8065 Leesburg Pike, Suite 400

City: Vienna State: VA ZIP: 22182

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

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 patent number(s):

A. Trademark Application No.(s)

75/201,999

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Roger P. Furey, Esquire

Internal Address: _____

Street Address: 1801 K Street, N.W.

Suite Number 400K

City: Washington DC State: _____ ZIP: 20006

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

01-2520

(Attach duplicate copy of this page if paying by deposit account)

07/22/1998 DC04TES 00000007 012520 75201999
01 EC-AB1 40.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Roger P. Furey

Name of Person Signing

[Signature]
Signature

7/9/98
Date

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

MRD 7-10-98

June 30, 1998

Roger P. Furey, Esq.
Caroline A. Leonard, Esquire
Arter & Hadden, LLP
1801 K Street, N.W., Suite #400K
Washington, D.C. 20006-1301

Re: Teligent, Inc. v. Telligence, Inc., Civil Action No. 98-593-A
Pending in the United States District Court for Eastern District of Virginia

Dear Roger:

This letter is intended to record the agreement of the parties with respect to the resolution of this matter on the following basis:

1. Change of Name: Our client will cease use of the name "Telligence" as of July 1, 1998. to the extent that this cannot be accomplished, despite best efforts to do so, your client will consider a reasonable, brief (i.e., no more than two weeks) extension of that deadline.

2. Payment: Teligent will pay our client the total sum of \$20,000, \$7,500 of which will be paid promptly after the execution and delivery of this agreement by Teligent and the remainder to be paid on July 1, 1998, or at such other time as the name change has been effected in accordance with ¶ 1.

3. Assignment of Name and Mark: For and in consideration of the payment referenced above, the receipt of which our client, Telligence, Inc., having an address at 3333 S. Bannock St., Ste. 790, Englewood, Colorado, 80110, acknowledges, and other good and valuable consideration being extant, our client hereby sells, assigns and transfers over to your client, Teligent, Inc., having an address at 8065 Leesburg Pike, Ste. 400, Vienna, Virginia, 22182, and its successors and assigns, all of our client's rights, title and interest in and to the service mark and trade name TELLIGENCE, and in and to the application for registration of that mark currently pending at the U.S. Trademark

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Caroline A. Leonard, Esq.
June 30, 1998
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Office (Ser. No. 75-201,999), together with the goodwill associated solely with said mark and trade name (and not the goodwill separately developed by or associated with the business of our client, exclusive of the TELLIGENCE mark and trade name).

4. License Back and Enforcement: This assignment of rights to the mark and name TELLIGENCE shall be subject to an exclusive, royalty-free license back to our client for the purpose of using the mark and name pursuant to the transition provisions set forth below, in ¶ 5. Furthermore, our client shall have the right for eighteen (18) months following the effective date of this agreement to take whatever steps it deems necessary to enforce the rights in its former mark and name against any third-party infringer in Colorado should your client elect not to take legal action against the alleged infringer within thirty (30) days of being provided with written notice of such allegedly infringing conduct by our client.

5. Transition: The parties shall cooperate in a transition that will permit our client to acknowledge its lineage while avoiding confusion with Teligent. To that end:

a. Each party shall promptly transmit any misdirected phone calls, faxes, mail or inquiries intended for the other party to that party.

b. For six months after the July 1, 1998, transition, our client may continue to use (as a footnote or tag line) on a single location in any advertising or promotional materials disseminated by it that it was previously known as "Telligence, Inc." The footnote or tag line shall appear in print significantly smaller than that used in the accompanying text.

c. For six months after the July 1, 1998, transition, defendant's existing web site (i.e., "telligence.com") shall indicate in language acceptable to both parties that inquiries for Telligence shall be directed to a new web site (with the appropriate URL) and that inquiries for Teligent shall be directed to its URL. The web site shall not contain any promotional materials other than directions to the appropriate web site for each party.

d. Commencing July 1, 1998, our client shall have a new e-mail address and shall no longer promote the current e-mail address (i.e., dianek@telligence.com) or the associated web site. However, it may continue to receive mail via the current e-mail address for six months, at which time defendant will assign and transfer the "telligence.com" domain name to Teligent by executing the "Registrant Name Change Agreement" required by Network Solutions for that purpose (or such other document that is required by Network Solutions at the time of the transfer). Our client shall advise people sending such messages of its new e-mail address. After obtaining the "telligence.com" domain name, Teligent shall: (1) for a period of two years thereafter direct the e-mail provider to forward all e-mails directly to defendant at its new e-mail address and (2) at the end of the two year period direct the e-mail provider to automatically return to sender all e-mails directed

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Caroline A. Leonard, Esq.
June 30, 1998
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to that e-mail address (i.e. dianek@telligence.com). At no time shall Teligent read e-mail directed to defendant nor obtain or derive the names or other identifying information regarding the senders of that e-mail.

e. The parties shall adopt a mutually agreeable arrangement as to the handling of inquiries to telephone directory assistance for "Telligence" in a form similar to ¶ 5. Telephone directory listings in the White and Yellow Pages for Telligence shall be changed at the normal time for renewal.

6. Litigation: Prior to the time that an answer is due therein, plaintiff shall dismiss the extant litigation. Such litigation shall be without prejudice to the right of Plaintiff to reinstate the litigation if the provisions of this settlement agreement are not complied with

7. Settlement. The parties recognize that this is a resolution of a disputed claim and that nothing contained herein shall be construed as an admission of the merits of any claims or defenses presented or which could have been presented in the litigation.

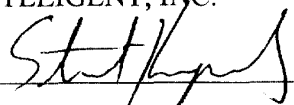
The parties have indicated their consent to this agreement by the signatures of their authorized representatives below.

Very truly yours,

Thomas H. Young

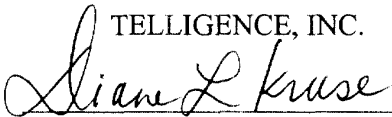
THY:mj

APPROVED:

TELIGENT, INC.
By: 

Title: Associate General Counsel

Date: June 30, 1998
151419.1d

TELLIGENCE, INC.
By: 

Title: CEO

Date: 7/1/98

CERTIFICATE OF HAND DELIVERY

Date of Deposit: July 10, 1998

I hereby certify that the foregoing **SERVICE MARK ASSIGNMENT FROM TELLIGENCE, INC. TO TELIGENT, INC., in re: Serial No. 75/201,999**, has been deposited via courier service on the date indicated above at the United States Patent and Trademark Office addressed to Assistant Commissioner for Trademarks, Washington, D.C. 20231, BOX ASSIGNMENTS.



Lynn McMartin
Legal Assistant
Arter & Hadden LLP
1801 K Street, N.W.
Suite 400K
Washington, D.C. 20006

U.S. Patent & TMO/TM Mail Rcpt. Dt. #57
07-10-1998

ARTER & HADDEN LLP
ATTORNEYS AT LAW

founded 1843

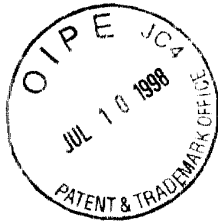
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telephone 202.775.7100

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Brussels, Belgium
Geneva, Switzerland

Writer's Direct Dial: (202) 775-7134
e-mail: GMcmarti@arterhadden.com

July 10, 1998

Via Hand Delivery

Assistant Commissioner for Trademarks
Washington, D.C. 20231

ATTN: **BOX ASSIGNMENTS**

Re: Assignor: Telligence, Inc.
Assignee: Teligent, Inc.
Serial No. 75/201,999
Attorney Reference: 69750/82708

Dear Sir:

Submitted herewith are the following:

- 1) Recordation Cover Sheet and Service Mark Assignment to be recorded in the Assignment Division;
- 2) Certificate of Hand Delivery;
- 3) A postcard to be stamped with the filing date;
- 4) The recordation fee of \$40.00, and any additional fees, should be charged to the Deposit Account of Arter & Hadden, No. 01-2520.

ARTER & HADDEN_{LLP}

Assistant Commissioner for Trademarks
July 10, 1998
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Please direct all inquiries and correspondence in this matter to Roger P. Furey, Esq. at the address on this letterhead (direct dial 775-7135).

Sincerely,


Lynn McMartin
Legal Assistant

Enclosures

cc: Stuart Kupinsky, Esq.
Henry Leeds, Esq.
Roger P. Furey, Esq.
Darlene Klinksieck (w/out encl.)

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