

08-07-1998



100788633

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

86.5.8

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

08/06/1998 DMBUYEN 00000006 101202 017086

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 150.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
REEL: 1766 FRAME: 0033

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

404-881-7000

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="017086"/>	<input type="text" value="445230"/>	<input type="text" value="450336"/>	<input type="text" value="1465869"/>	<input type="text" value="1815226"/>	<input type="text" value="1790719"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1855917"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Janet E. Witt, Esq.

Name of Person Signing

*Janet E. Witt*  
Signature

7/30/98  
Date Signed

**TERMINATION OF SECURITY AGREEMENT AND  
REASSIGNMENT OF TRADEMARKS**

This Termination of Security Agreement and Re-Assignment of Trademarks is made as of April 30, 1997, between VOICE-TEL ENTERPRISES, INC., a Delaware corporation, and VOICE-TEL NETWORK LIMITED PARTNERSHIP, a limited partnership organized under the laws of the State of Delaware (collectively, "Voice-Tel"), on the one hand, and AMWAY CORPORATION ("Amway"), a Michigan corporation, on the other hand.

**RECITALS**

WHEREAS, Voice-Tel and Amway entered into a Security Agreement dated as of December 16, 1994, pursuant to which Voice-Tel granted Amway a security interest in the United States trademark rights and trademark applications listed in Schedules A and B to the Security Agreement;

WHEREAS, Voice-Tel and Amway also entered into a Conditional Assignment of Trademarks (the "Conditional Assignment") dated as of December 16, 1994, pursuant to which Voice-Tel conditionally assigned to Amway the trademark rights and trademark applications listed in Schedules A and B to the Conditional Assignment, as security for the performance of Voice-Tel's obligations under the Note (as that term is defined in the Conditional Assignment);

WHEREAS, Voice-Tel and Amway desire to terminate the Security Agreement and to have Amway assign back to Voice-Tel any

right, title and interest that Amway may have in and to any of Voice-Tel's trademark rights and trademark applications, including, but not limited to, the trademark rights and trademark applications listed in Schedules A and B to the Security Agreement and the Conditional Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

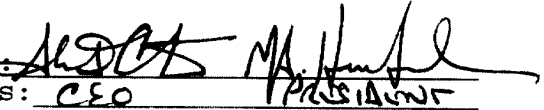
1. The Security Agreement is hereby terminated.
2. Amway hereby releases Voice-Tel from the Conditional Assignment and, to the extent Trademark Rights (as defined below) were assigned to Amway pursuant to the Conditional Assignment, grants, assigns and conveys to Voice-Tel its entire right, title and interest in and to any such Trademark Rights, including, but not limited to, trademark rights and trademark applications listed in Schedules A and B to the Conditional Assignment, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), goodwill, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof (collectively called the "Trademark Rights").
3. Amway makes no representations or warranties in connection with this Termination of Security Agreement and Re-Assignment of Trademarks.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers as of the day and year first above written.

Signed and Acknowledged  
in the Presence of:

VOICE-TEL ENTERPRISES, INC.

Rhoda M. Minichillo

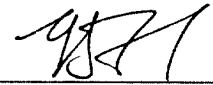
By:   
Its: CEO


VOICE-TEL NETWORK LIMITED  
PARTNERSHIP  
By: VTN, INC., THE GENERAL PARTNER

Rhoda M. Minichillo

By:   
Its: CEO

AMWAY CORPORATION



By:   
Its: Vice President - Corporate Marketing

**VOICE-TEL ENTERPRISES, INC.  
TRADEMARK STATUS REPORT  
AS OF DECEMBER 16, 1994**

**SCHEDULE A**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Status</b>
VOICE TEL	United States	1,465,869	11-17-87	614,290	9-11-86	Renewal Due: 11-17-07
VOICE TEL	Canada	407,065	1-22-93	658,296	5-23-90	Renewal Due: 1-22-08
TEL-VOIX	Canada			749,240	3-10-94	Pending
VOICE-TEL	Ohio	64,071	3-9-87	64,071	3-9-87	Renewal Due: 3-9-97
FAX TEL	United States			017,086	1-8-90	Pending
EnterNet	United States	1,815,226	1-4-94	319,106	9-29-92	Renewal Due: 1-4-04
MESSAGING IS OUR MISSION	United States	1,790,719	8-31-93	325-683	10-22-92	Renewal Due: 8-31-03
VOICE-TEL MESSAGING NETWORK (& Design)	United States	1,855,917	9-27-94	325,129	10-21-92	Renewal Due: 9-27-04
HOMESSELLER	United States			445,230	10-8-93	Pending
VOICE-TEL ACCESS	United States			450,336	10-20-93	Pending

July 30, 1998  
Page 2

The recordation fee prescribed by 37 C.F.R. § 2.6, as amended, in the amount of \$190.00 is to be charged to Deposit Account Number 101202. Please return the recorded Assignment of Trademark to the undersigned.

Sincerely,

A handwritten signature in cursive script, appearing to read "Janet E. Witt".

Janet E. Witt

Enclosures  
JEW:pc  
[AC982110.001]