08-13-1998 FORM PTO-1618A U.S. DEPARTMENT OF COMMERCE OMB 0651-0027 *F.* 7. 48 Patent and Trademark Office TRADEMARK 100791546 RL___ HEET Our Ref: 43720-0000 TRADEMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original Conveyance Type Submission Type X New X Assignment Nunc Pro Tunc Assignment Security Agreement __ Resubmission (Non-Recordation) Document ID # ___ Merger Effective Date Month Day Year Correction of PTO Error ___ Change of Name Reel # ____ Frame # ____ __ Other __ Corrective Document Reel # ____ Frame #___ **Conveying Party** ___ Mark if additional names of conveying parties attached Execution Date Name Data Transmission Services, Inc. Month Day Year 7/14/98 Formerly ____ __ l¤dividual ___ General Partnership ___ Limited Partnership _X_ Corporation Association X Citizenship/State of Incorporation/Organization Delaware **Receiving Party** ___ Mark if additional names of receiving parties attached Name GoAmerica Communications Corp. DBA/AKA/TA __ Composed of ____ Address (line 1) 401 Hackensack Avenue Address (line 2) Hacksensack, NJ 07601 Address (line 3) ___ General Partnership ___ If document to be recorded is an assignment and __ Individual receiving party is not domiciled in the United States, X Corporation Association an appointment of a domestic representative should be attached. (Designation must be a separate from Assignment.) document Other

FOR OFFICE USE ONLY

X Citizenship/State of Incorporation/Organization Delaware

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FORM PTO-1618A Expires 06/30/99 OMB 0651-0027	Page 2	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office TRADEMARK
Domestic Representative Name a	nd Address Enter for the first Receiv	ing Party only.
Name		
Address (line 1)		
Address (line 2)		
Address (line 3)		
Address (line 4)		
Correspondent Name and Addres	Area Code and Telephone Number	r (212) 309-7015
Name Maura B. Leeds, Es	q.	
Address (line 1) <u>c/o TMSU, MORGA</u>	AN, LEWIS & BOCKIUS LLP	
Address (line 2) 1800 M Street, N.W		
Address (line 3) Washington, D.C. 2	.0036-5869	
Pages Enter the total numincluding any attack	per of pages of the attached conveyance document ments.	# _ 5
Trademark Application Number(Enter either the Trademark Application	s) or Registration Number(s) Number or the Registration Number (DO NOT ENTE	Mark if additional numbers are attached R BOTH numbers for the same property).
Trademark Applicatio	n Number(s) Re	egistration Number(s)
	2,039,329	
Number of Properties Enter the t	otal number of properties involved. # 1	
Fee Amount Fee Amoun	t for Properties Listed (37 CFR 3.41):	\$40.00
Deposit Account	closed X Deposit Account	
(Enter for payment by deposit acc	ount or if additional fees can be charged to the account.)	Deposit Account Number: _13-4520
	Authorization to charge additional fees	: Yes _X No
Statement and Signature		
To the best of my kno copy is a true copy of herein.	wledge and belief, the foregoing information is true a the original document. Charges to deposit account t	and correct and any attached are authorized, as indicated
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Maura B. Leeds	Maria K	3 teds 8/1/98
Name of Person Signing	Signature	Date Signed

TRADEMARK REEL: 1767 FRAME: 0534

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT dated as of July 14, 1998, by and between DATA TRANSMISSION SERVICES, INC., a Delaware corporation ("Assignor"), and GOAMERICA COMMUNICATIONS CORP., a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee and the Shareholders have entered into an Asset Purchase Agreement dated as of July 14, 1998 (the "Asset Purchase Agreement").

WHEREAS, the Asset Purchase Agreement contemplates that Assignor will assign and transfer to Assignee, all of its right, title and interest in and to the Intangible Personal Property (the "Intangible Personal Property");

WHEREAS, Assignor owns all right, title and interest in and to the Intangible Personal Property, the goodwill symbolized by the Intangible Personal Property, the inventions covered thereby, and the technology that is the subject thereof in the U.S. and all foreign countries;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Intangible Personal Property; and

WHEREAS, this Assignment is in addition to, and in no manner shall limit, the terms or provisions of any other assignment by Assignor of the Intangible Personal Property to Assignee pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Defined Terms</u>. The capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated by reference into this Assignment.
- Assignment of the Intangible Personal Property. Assignor hereby assigns to Assignee, its successors and its assigns, forever, Assignor's entire right, title and interest in and to the Intangible Personal Property, the goodwill symbolized by the Intangible Personal Property, the inventions covered thereby, and the technology that is the subject thereof in the U.S. and all foreign countries, including without limitation, the Intangible Personal Property listed on Schedule A attached hereto;

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- Right to Convey. Assignor hereby represents that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.
- Further Assurances. Assignor and Assignee shall, without additional consideration, take such further action, execute, deliver and file such further documents and instruments, and to obtain such further consents, as may be reasonably requested by the other in order to effectuate fully the purposes of this Assignment.
- Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR

DATA TRANSMISSION SERVICES, INC.

ASSIGNEE

GOAMERICA COMMUNICATIONS CORP.

Name: Aaron Dobřínsky

Title: President

SCHEDULE A

MARK REG. NO. / REG. DATE STATUS SER: NO. FREINGDATE			
ZAP-IT	2,039,329 Feb. 18, 1997	Registered	

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RECORDED: 08/07/1998