

11-05-1998

FORM PTO-1594



1100-TM-002

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

100869585

HEET

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

1. Name of conveying party(ies):

JSG, L.L.C.

Individual(s) Association
 General Partnership Limited
 Corporation-State Partnership
 Other California Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 22, 1998

2. Name and address of receiving party(ies):

Name: Atlantic Telenetwork, Inc.

Internal Address: _____

Street Address: Estate Havensight

City: St. Thomas State VI Zip 00802

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 names(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registra

2,074,680

10-08-1998

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #64

Additional numbers attached? Yes No

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

Name: Kenneth F. Florek, Esq.

Internal Address: _____

HEDMAN, GIBSON & COSTIGAN, P.C.

Street Address: _____

1185 Avenue of the Americas

City: New York State: NY Zip: 10036

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

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account Number: 08-1540

Authorization is given to charge Deposit Account if the enclosed fee is deficient

6. Total Number of applications and registrations involved: 1

11/04/1998 DNGUYEN 00000084 2074680

01 FC:481

40.00 DP

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.

Kenneth F. Florek

Name

Signature

October 6, 1998

Date

Reg. No. 33,173

(Total number of pages including cover sheet, attachments and document: 5)

TRADEMARK
REEL: 1808 FRAME: 0899

AGREEMENT

Agreement entered into this 22 day of March, 1998, by and between JSG, L.L.C., an LLC organized and existing under the laws of California (hereinafter "Seller") and Atlantic Telenetwork, Inc., a corporation organized and existing under the laws of Delaware (hereinafter "Buyer").

W I T N E S S E T H

WHEREAS, Seller has agreed to sell certain of its assets to Buyer, including the trademark "DIAL-4-LESS" along with the goodwill appertaining thereto, Federal Registration No. 2,074,680 therefor and the telephone number 1-800-342-5453 corresponding to 1-800-DIAL-4-LESS (hereinafter "the Properties"); and

WHEREAS, the parties wish to set forth the terms and conditions under which the Properties are being transferred;

NOW, THEREFORE, in consideration of the mutual obligations of this Agreement, the parties agree that:

1. Transfer. Seller hereby sells, transfers, assigns and conveys to Buyer and its successors and assigns all its rights, title and interest in and to the Properties and other trademark rights relating to the conduct of the business of telephone services of Seller [including without limitation trade dress and other names, trademarks and slogans related to the Properties] ("the Business"), and all goodwill appertaining thereto; together with all claims for damages by reason of past infringement of any of said rights assigned hereunder; with the right to sue for the same and to collect the same for its own use and in its own right.

2. Warranties and Representations Relating to Seller's Trademarks. Seller hereby covenants, warrants and represents that:

a. the Properties referred to above includes all trademark registrations and any pending applications which Seller owns, uses and has an interest in, together with identification of active issued Federal trademark registration numbers and pending application numbers, and no other active Federal trademark registrations or applications for Federal trademark registration are used in the conduct of the Business;

b. (i) Seller is the owner of the Registered Rights purchased hereunder, free from any recorded Assignment, license or alienation recorded with the Patent and Trademark Office; (ii) Seller has not received notice of infringement, misappropriation or conflict with rights of others with the express exception of a cancellation proceeding brought against trademark registration no. 2,074,680, alleging prior use, which is pending. After making diligent search of its files to the best of Seller's knowledge, no other rights are now being expressly challenged and such rights are not involved in any pending litigation or administrative procedure;

c. as to those Rights identified, the Seller holds common law rights being transferred herewith by virtue of use, Seller has not received notice of infringement, misappropriation or conflict with rights of others, and, after making diligent search of its files to the best of Seller's knowledge, Seller's common law rights are not being challenged in any way and are not involved in any litigation or pending administrative procedure.

3. Effect of Agreement. Seller hereby consents that a copy of this Agreement be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly as proof of the right of Buyer to claim the aforesaid benefit of the right or priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may be henceforth substituted for it.

4. Additional Documents. Seller hereby covenants and agrees that it will communicate to Buyer all facts known to them pertaining to rights in the Properties, and, at Buyer's expense, testify in all legal proceedings, sign all lawful papers, including such assignment documents as may be reasonably required for perfecting Buyer's rights in the Properties the United States and other countries, execute all applications, make all rightful oaths, and in general perform all lawful acts necessary or proper to aid said Buyer in obtaining, maintaining, and endorsing lawful protection for rights to the Properties in any and all countries.

5. Consideration. In consideration of the assignment of the rights described herein, Buyer shall pay to Seller a single payment of \$6,500.00.

6. Notice. The addresses of the parties hereto for the purposes of all communications under this Agreement shall be as follows:

Seller: JSG, L.L.C.
5440 Morehouse Drive, Suite 2000-B
San Diego, CA 92121

Buyer : Atlantic Telenetwork, Inc.
Estate Havensight
St. Thomas, VI 00802

unless and until other addresses are supplied in writing by the parties.

7. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns, but this Agreement may not be assigned by any party otherwise than by operation of law. Notwithstanding the foregoing provisions of this Clause 8, the Buyer may at its sole option and without the consent of the Seller, assign this Agreement to any of its affiliates, affiliates being defined as any entity which is controlled by, which is in control of, or the controls of which is common to the control of a designated person.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Attest:

JSG, L.L.C.
a California corporation

By: *Carlynn Guco*
Title: *Attorney*

By: *[Signature]*
Title: *Attorney*

Attest:

Atlantic Telenetwork, Inc.
a Delaware corporation

By: *Helena Enrique*
Title: *Exec. Secretary*

By: *[Signature]*
Title: *Chairman*