

Sutherland  
▪ Asbill & ▪  
Brennan LLP  
ATTORNEYS AT LAW



10-20-1998

U.S. Patent & TMOfc/TM Mail RcptDt. #10

1275 Pennsylvania Avenue, NW  
Washington, DC 20004-2415  
202.383.0100  
fax 202.637.3593  
www.sablaw.com

ELISABETH A. LANGWORTHY  
DIRECT LINE: 202.383.0198  
Internet: llangworthy@sablaw.com

October 20, 1998

11-18-1998



100901217

TRADEMARK FEE PROCESS.  
RECEIVED  
1998 OCT 20 P 4: 22  
US PATENT &  
TRADEMARK OFFICE

**BY HAND**

U.S. Patent and Trademark Office  
Assignment Branch  
North Tower Building  
Suite 10C35  
Washington, D.C. 20231

Attn: Assignment Branch

Re: Nunc Pro Tunc Deed of Assignment of Trademark

Dear Sir or Madam:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05 (d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed "Assignment," as set forth in paragraph 4:

- 1) Name of conveying party: PHH Corporation, a Maryland corporation.
- 2) Name and address of receiving party: NTS, Inc., a Maryland corporation, 6100 Western Place, Fort Worth, Texas 76107.
- 3) Nature of Conveyance: Nunc Pro Tunc Assignment of Trademark, executed as of February 12, 1996, is attached.
- 4) Please record an Assignment of U.S. Trademark Registration No. 1,726,115 (**NTS and Design**) as set forth in attached agreement.
- 5) Name and address of party to whom correspondence concerning document should be mailed:

Elisabeth A. Langworthy, Esq.  
Sutherland, Asbill & Brennan LLP  
1275 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-2415

11/16/1998 DNGUYEN 00000102 1726115

01 FC:481

40.00 DP

Atlanta ▪ Austin ▪ New York ▪ Tallahassee ▪ Washington, DC

**TRADEMARK**  
**REEL: 1814 FRAME: 0816**

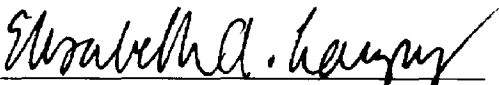
86-07-01  
MWR

D

- 6) Total number of trademark registrations against which to record Assignment: one.
- 7) Total fee enclosed: \$40.00.
- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 9) 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.

Respectfully submitted,

SUTHERLAND, ASBILL & BRENNAN LLP

By:   
Elisabeth A. Langworthy  
Attorney for Registrant

Enclosures

Total number of pages including cover sheet, attachments, and return postal card: 7 (plus duplicate cover sheet and check).

# NUNC PRO TUNC DEED OF ASSIGNMENT

THIS ASSIGNMENT is made nunc pro tunc as of the 12th day of February, 1996, between PHH Corporation, a corporation organized under the laws of the State of Maryland, with its principal place of business at 307 International Circle, Hunt Valley, Maryland 21030, U.S.A. ("the Assignor"), and NTS, Inc. , a corporation organized under the laws of the State of Maryland, with its principal place of business at 6100 Western Place, Fort Worth, Texas 76107 ("the Assignee").

WHEREAS, the Assignor was the proprietor of the following trademark:

**NTS (and Design)**

U.S. Reg. No. 1,726,115

and WHEREAS, the Assignee acquired all of Assignor's rights in and to the said trademark and registration thereof, and the goodwill associated with the said trademark, as of the date first stated above, and wishes to have the assignment thereof memorialized in this document.

NOW, THEREFORE, in and for the consideration stated in the Stock Purchase Agreement dated February 12, 1996, the said Assignor hereby affirms that it sold, assigned and transferred unto the said Assignee all rights, title and interests in and to the aforesaid trademark with the goodwill of the business concerned in the services for which the said mark is registered and all rights which the said Assignor has heretofore enjoyed thereunder, the same to be held and enjoyed by the said Assignee, its successors and assigns.

The Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be necessary, in the reasonable judgement of Assignee, to evidence or effectuate the foregoing.

Signed sealed and delivered before me  
this 8 th day of Oct., 1998:

PHH Corporation

By: Michael P. Sawicki  
Name: Michael P. Sawicki  
Title: Assistant Secretary

Signed sealed and delivered before me  
this 13 th day of October 1998:

NTS, Inc.

By: Stephen T. Seizer  
Name: Stephen T. Seizer  
Title: President