

12-18-1998



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

Effective Date
Month Day Year
 11 - 17 - 97

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name TELECONCEPTS, INC.

11 - 17 - 97

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization COLORADO

Receiving Party

Mark if additional names of receiving parties attached

Name VARTEC TELECOM, INC.

DBA/AKA/TA VDE

Composed of

Address (line 1) 3200 W. Pleasant Run Road

Address (line 2)

Address (line 3) Lancaster Texas 75146

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 Texas

2/15/1998 SRUR4S 00000213 012520 75185081

FOR OFFICE USE ONLY

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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

TRADEMARK
REEL: 1827 FRAME: 0075

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

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)

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:

#

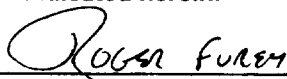
Authorization to charge additional fees:

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.



Name of Person Signing



Signature

Date Signed

ASSIGNMENT OF SERVICE MARK

This assignment agreement is entered into by and between Teleconcepts, Inc., a Corporation of the State of Colorado, having its principal place of business at 3200 W. Pleasant Run Rd., Lancaster, Texas 75146 (hereinafter the "ASSIGNOR"), and VarTec Telecom, Inc., whose principal place of business is 3200 W. Pleasant Run Rd., Lancaster, Texas 75146 (hereinafter the "ASSIGNEE").

WHEREAS ASSIGNOR has intended to use the mark WHERE EVERY CALL MAKES A DIFFERENCE in commerce and has filed U.S. Trademark Application No.75/185,081 in the United States Patent and Trademark Office, indicating that intent, but has not yet filed an allegation of use (hereinafter "the Mark");

WHEREAS ASSIGNOR desires to transfer to ASSIGNEE all rights, interest, title, and goodwill in and to the Mark which it may hold as part of the entire business of Assignor;

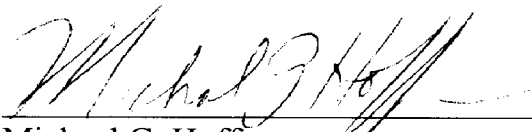
WHEREAS ASSIGNEE is desirous of acquiring all rights, interest, and title in the aforesaid Mark and the U.S. Registration and Application for the aforesaid Mark as part of the entire business of Assignor, together with the good will associated with and symbolized by the aforesaid Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR does hereby assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in and to the Mark, including any common law rights possessed in the Mark as part of the entire business of Assignor, together with all of the goodwill of the business symbolized by the Mark.
2. ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages or profits, due and accrued, arising out of past infringement of the Mark or injury to the goodwill connected with the use of the Mark, as well as the right to sue for and recover the Mark in the ASSIGNEE's own name.
3. ASSIGNOR represents and warrants that it has the right and authority to assign all rights and interest in and to the Mark to ASSIGNEE and agrees to cooperate in any actions necessary for ASSIGNEE to register its right and interest to the Mark, and to cooperate in any actions brought to enforce the rights accompanying this assignment against third parties.
4. ASSIGNOR agrees that this Assignment of Service Mark constitutes a complete agreement between ASSIGNOR and ASSIGNEE regarding assignment of the Mark, and that it supersedes any prior oral or written agreement or understanding between the parties on that subject.

5. ASSIGNOR and ASSIGNEE agree that this Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

ASSIGNOR
TELECONCEPTS, INC.

By: 
Michael G. Hoffman
Vice-President and Secretary

DATED NUNC PRO TUNC:
November 17, 1997

ARTER & HADDEN^{LLP}

ATTORNEYS AT LAW

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December 11, 1998

Via Hand Delivery

Commissioner of Patents and Trademarks
Washington, D.C. 20231
BOX ASSIGNMENTS

Re: Assignor: Teleconcepts, Inc.
Assignee: VarTec Telecom, Inc.
Mark: WHERE EVERY CALL MAKES A DIFFERENCE
Serial No. 75/185,081
Attorney Reference: 53622/25377

Dear Sir:

Submitted herewith are the following:

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

TRADEMARK
REEL: 1827 FRAME: 0079

ARTER & HADDEN_{LLP}

Assistant Commissioner for Trademarks
December 11, 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: Melissa Smith, Esq.
Roger P. Furey, Esq.
Darlene Klinksieck (w/out encl.)

GCM173020