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03-19-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

03-11-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #47



100987986

and original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Corporate Telemanagement Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 10, 1995

2. Name and address of receiving party(ies)

Name: LCI International Telecom Corp.

Internal Address: _____

Street Address: 4250 North Fairfax Drive

City: Arlington State: VA ZIP: 22203

- 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 name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,729,897

Additional numbers attached? Yes No

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

Name: Leslye S. Fenton, Esq.

Internal Address: Odin, Feldman & Pittleman, PC

9302 Lee Highway, Ste. 1100

Fairfax, VA 22031

Street Address: 9302 Lee Highway, Ste. 1100

City: Fairfax State: VA ZIP: 22031

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Leslye S. Fenton

Name of Person Signing

Leslye S. Fenton

Signature

3/11/99
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK
REEL: 1869 FRAME: 0776

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement of Merger") dated as of April 1, 1996, pursuant to Section 251 of the General Corporation Law of the State of Delaware ("GCL"), between LCI INTERNATIONAL TELECOM CORP., a Delaware corporation ("LCI"), and LCI TELEMAGEMENT CORP., a Delaware corporation ("LTC");

WITNESSETH:

A. WHEREAS, LCI is a corporation organized and existing under the laws of the State of Delaware and is a wholly-owned subsidiary of LCI International Management Services, Inc., a Delaware corporation ("LCIM");

B. WHEREAS, LTC is a corporation organized and existing under the laws of the State of Delaware and is a wholly owned subsidiary of LCI International, Inc., a Delaware corporation ("LCII");

C. WHEREAS, at the date of this Agreement of Merger, the authorized capital stock of LCI consists of 1,000 shares of Common Stock, without par value ("LCI Common"), of which at the date of this Agreement of Merger 117.54 shares were issued and outstanding and owned by LCIM;

D. WHEREAS, at the date of this Agreement of Merger, the authorized capital stock of LTC consists of 1,000 shares of Common Stock, par value \$.01 ("LTS Common"), of which at the date of this Agreement of Merger 10 shares were issued and outstanding and owned by LCII;

E. WHEREAS, the Board of Directors of each of LCI and LTC (herein sometimes collectively called the "Constituent Corporations") have deemed it advisable for the mutual benefit of the Constituent Corporations and their respective stockholders that LTC be merged into LCI under and pursuant to the General Corporation Law of the State of Delaware and upon the terms and conditions hereinafter set forth; and

F. WHEREAS, the Board of Directors of each of the Constituent Corporations have approved this Agreement of Merger;

NOW, THEREFORE, in consideration of the promises hereof and of the mutual agreements herein contained and in accordance with the law of the State of Delaware, LCI and LTC agree that LTC shall be merged into LCI, LCI shall be the surviving corporation (herein sometimes called the "Surviving Corporation") and the Surviving Corporation shall continue to have the name LCI International Telecom Corp. and be governed by the laws of the State of Delaware and that the terms and conditions of the Merger, the mode of carrying them into effect shall be as follows:

ARTICLE I

1.1 The Certificate of Incorporation of LCI as in effect immediately prior to the Effective Time of the Merger shall constitute the "Certificate of Incorporation" of the Surviving Corporation within the meaning of Section 104 of the GCL.

1.2 The Bylaws of LCI, as in effect immediately prior to the Effective Time of the Merger, shall be the Bylaws of the Surviving Corporation.

1.3 The directors of LCI, immediately prior to the Effective Time of the Merger, shall be the directors of the Surviving Corporation.

ARTICLE II

2.1 At the Effective Time of the Merger, each share of LCI Common outstanding immediately prior to the Effective Time of the Merger shall remain as an identical outstanding share of LCI Common.

2.2 At the Effective Time of the Merger, each share of LTC Common outstanding immediately prior to the Effective Time of the Merger shall be cancelled.

ARTICLE III

3.1 At the Effective Time of the Merger, the effect shall be as provided by the applicable provisions of the laws of Delaware. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger: the corporate existence of LTC shall cease; the Surviving Corporation shall possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each of the Constituent Corporations; all obligations belonging to or due each of the Constituent Corporations shall be vested in, and become the obligations of, the Surviving Corporation without further act or deed; title to any real estate or any interest therein vested in either of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired; and the Surviving Corporation shall be liable for all the obligations of each of the Constituent Corporations and any claim existing, or action or proceeding pending, by or against either of the Constituent Corporations may be prosecuted to judgment with right of appeal, as if the Merger had not taken place.

3.2 If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of LTC acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this

Agreement. LTC and its officers and directors shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are hereby fully authorized in the name of LTC or otherwise to take any and all such action.

ARTICLE IV

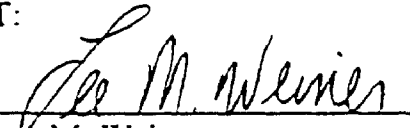
4.1 As used in this Agreement of Merger, the "Effective Time of the Merger" shall mean the time at which this Agreement of Merger has been duly filed with the Secretary of State of Delaware pursuant to Section 251(c) of the GCL.

4.2 As used in this Agreement of Merger, the "Merger" means the merger of LTC into LCI in accordance with this Agreement of Merger and the laws of the State of Delaware.

IN WITNESS WHEREOF, the Constituent Corporations, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors, have caused this Agreement of Merger to be duly executed by the Chairman and Chief Executive Officer and attested by the Chairman and Chief Executive Officer and attested by the Assistant Secretary of LCI and by the Chairman and Chief Executive Officer and attested by the Assistant Secretary of LTC. as of the date first above written.

ATTEST:


By



Lee M. Weiner
Assistant Secretary

LCI INTERNATIONAL TELECOM CORP.

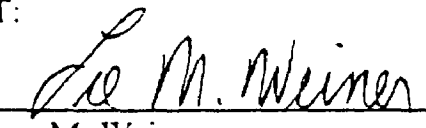
By



H. Brian Thompson, Chairman
and Chief Executive Officer

ATTEST:

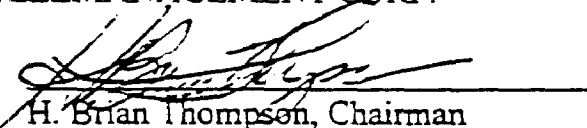
By



Lee M. Weiner
Assistant Secretary

LCI TELEMAGEMENT CORP.

By



H. Brian Thompson, Chairman
and Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated July 10, 1995, among LCI International, Inc. (the "Purchaser"), a Delaware corporation and a party to this Agreement but not a constituent corporation in the Merger (as hereinafter defined), LCI Telemangement Corp. ("Newco"), a Delaware corporation all of whose capital stock is owned directly by the Purchaser, Corporate Telemangement Group, Inc. (the "Company"), a South Carolina corporation, and the holders (the "Warrant Holders") of warrants (the "Warrants") to purchase for \$.01 per share Common Stock of the Company listed on the signature pages of this Agreement.

WHEREAS, the Boards of Directors of the Purchaser, Newco and the Company, deeming it advisable and for the respective benefit of the Purchaser, Newco and the Company, and their shareholders, have approved and adopted the merger of the Company with and into Newco on the terms and conditions hereinafter set forth (the "Merger"), and have approved and adopted this Agreement and authorized the transactions contemplated hereby; and

WHEREAS, the Board of Directors of the Company has determined to recommend to all of the Company's shareholders (the "Company Shareholders") that the Merger and this Agreement be approved and adopted; and

WHEREAS, the Purchaser, Newco and the Company desire to make certain representations, warranties and agreements in connection with, and establish various conditions precedent to, the Merger; and

WHEREAS, in connection with the Merger, and immediately prior to the Effective Time of the Merger (as hereinafter defined), the Warrant Holders desire to sell the Warrants to the Purchaser and the Purchaser desires to purchase the Warrants on the terms and conditions hereafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained and subject to the terms and conditions herein set forth, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER AND PURCHASE OF THE WARRANTS

SECTION 1.1 The Merger. Subject to the terms and conditions of this Agreement, including the fulfillment (or waiver) of all conditions to the obligations of the parties contained herein, at the Effective Time of the Merger and pursuant to the General Corporation Law of the State of Delaware (the "DGCL") and the South Carolina Business Corporation Act of 1988, as amended (the "South Carolina Corporation Act"), the following shall occur:

to result in a Material Adverse Effect, or (ii) any Governmental License. Without limiting the generality of the foregoing, (i) neither the Company nor any Subsidiary has received any citation from the Occupational Safety and Health Administration or any Occupational Safety and Health Act ("OSHA") inspector setting forth any material respect in which the facilities or operations of the Company or any Subsidiary are not in compliance with OSHA, and (ii) neither the Company or any Subsidiary nor any officer, director, employee or agent of any thereof has violated the Foreign Corrupt Practices Act of 1977, as amended.

(b) Except as set forth in Schedule 2.14 hereto, there is no order, writ, injunction, judgment or decree outstanding and no legal, administrative, arbitration or other governmental proceeding or investigation pending or, to the best of the Company's knowledge, threatened, and there are no claims (including unasserted claims of which the Company is aware) against or relating to the Company or any Subsidiary or any of their respective properties, assets or businesses that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

SECTION 2.15 Brokers. Except for The Robinson-Humphrey Company, Inc. (whose fees shall be paid by the Company and shall in the aggregate not exceed \$1.1 million), no broker, finder or investment advisor acted directly or indirectly as such for the Company, any Subsidiary or any of the Company Shareholders in connection with this Agreement, the Merger or the other transactions contemplated hereby, and no broker, finder, investment advisor or other Person is entitled to any fee or other commission, or other remuneration, in respect thereof based in any way on any action, agreement, arrangement or understanding taken or made by or on behalf of the Company, any Subsidiary or any of the Company Shareholders.

SECTION 2.16 Patents, Trademarks and Names.

(a) Schedule 2.16 hereto contains a complete and correct list of (i) all trademarks, trademark registrations and applications therefor, service marks, service mark registrations and applications therefor, trade names, copyrights, patents and applications for patents, or other proprietary rights wholly or partially owned or held by or registered in the name of the Company or any Subsidiary, or used in the operation of the business of the Company or any Subsidiary, and (ii) all names under which the Company or any Subsidiary does business. The Company and the Subsidiaries have all rights under all patents, trademarks, service marks, trade names or copyrights (or any applications or registrations respecting any thereof), discoveries, improvements, formulas, know-how, data, plans, specifications, trade secrets, computer software (including, without limitation, computer programs and data bases), drawings or the like that they require in order to conduct their respective businesses as they are currently being conducted.

(b) Except as indicated on Schedule 2.16 hereto, the Company and the Subsidiaries own, free and clear of all Encumbrances, except for licenses granted in the ordinary course of business, all the computer software products, computer software (including, without limitation, all computer programs and data bases), trademark registrations and applications therefor, service marks, service mark registrations and applications therefor, trade names, copyrights, patents, application for patents, licenses and other rights listed on such Schedule 2.16, pay no royalty to anyone under any thereof and have the right to bring actions for the infringement thereof. The conduct by the Company and the Subsidiaries of their respective businesses does not infringe upon or violate the computer software, trademarks, trademark registrations, service marks, service mark registrations, trade names, trade secrets, know-how, copyrights, patents, licenses or other proprietary rights of any other Person.

SECTION 2.17 Insurance. Schedule 2.17 hereto contains a complete and correct list of all policies of liability, theft, fidelity, life and other forms of insurance held by the Company or any Subsidiary (specifying the insurer, amount of coverage, annual premium, type of insurance, policy number, any pending claims thereunder and any other claims that were made thereunder during the past two years). The policies listed in Schedule 2.17 are outstanding and fully in force and all premiums due with respect to such policies have been paid. Except as set forth in Schedule 2.17, such policies are with reputable insurers, provide adequate coverage for all normal risks incident to the Company's and the Subsidiaries' assets, properties and business operations and are in character and amount at least equivalent to that carried by Persons engaged in a business subject to the same or similar perils or hazards. Except as set forth in such Item, neither the Company nor any Subsidiary has, during the past three fiscal years, been denied or had revoked or rescinded any policy of insurance.

SECTION 2.18 Contracts; etc.

(a) Set forth on Schedule 2.18 hereto is a complete and correct list of each of the following Contracts, Government Licenses and other instruments to which the Company or any Subsidiary is a party or by which Company or any Subsidiary or their respective properties or assets are bound:

(i) each service or other similar type of agreement under which services are provided by any other Person to the Company or any Subsidiary;

(ii) each agreement that restricts the operation of the business of the Company or any Subsidiary as presently conducted and each agreement that restricts the ability of the Company or any Subsidiary to retain agents or distributors or to solicit customers or employees;

expressly provided herein, all dollar amounts are expressed in United States funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first written above.

LCI INTERNATIONAL, INC.

Attest:

Lee Weiner
 Assistant Secretary
 Address: 8180 Greensboro Dr.
 Suite 800
 McLean, VA 22102
 Attn: Lee Weiner, Esq.
 Vice President
 and General Counsel
 Facsimile No.: 703-442-9624

By: H. Brian Thompson
 Authorized Signatory
 Name: H. Brian Thompson
 Title: Chairman and CEO

LCI TELEMANAGEMENT CORP.

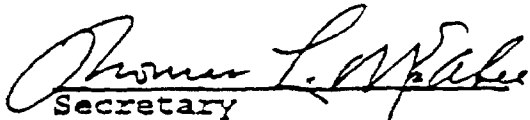
Attest:

Lee Weiner
 Assistant Secretary
 Address: 8180 Greensboro Dr.
 Suite 800
 McLean, VA 22102
 Attn: Lee Weiner, Esq.
 Vice President
 and General Counsel
 Facsimile No.: 703-442-9624


By: H. Brian Thompson
 Authorized Signatory
 Name: H. Brian Thompson
 Title: Chairman and CEO

CORPORATE TELEMAGEMENT GROUP, INC.

Attest:


 Secretary

Address: 430 Woodruff Road
 Suite 450
 Greenville, SC 29607
 Attn: Charles S. Houser
 Facsimile No.: 803 675-0911
 Telephone No.: 803 458-7302

By 
 Authorized Signatory
 Name: Charles S. Houser
 Title: Chairman, CEO

WARRANT HOLDERS:

PALMETTO SEED CAPITAL
 FUND LIMITED PARTNERSHIP by
 Palmetto Seed Capital Corporation,
 General Partner

By: _____
 Authorized Signatory

Name: John M. Sterling, Jr.
 Title: President

LAWRENCE, TYRRELL, ORTALE & SMITH

By: _____
 Authorized Signatory

Name: Jack Tyrrell
 Title: Partner

Address: 15 S. Main St.
 Suite 750
 Greenville, SC 29601
 Attn: Capers A. Easterby
 Facsimile No.: 803-271-8374
 Telephone No.: 803-232-6198

Address: 3100 West End Ave.
 Suite 400
 Nashville, TN 37203
 Attn: Jack Tyrrell
 Facsimile No.: 615-269-0463
 Telephone No.: 615-383-0982

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"LCI TELEMAGEMENT CORP.", A DELAWARE CORPORATION,
WITH AND INTO "LCI INTERNATIONAL TELECOM CORP." UNDER THE NAME OF "LCI INTERNATIONAL TELECOM CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF MAY, A.D. 1996, AT 10 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2022848 8100M

960156135

AUTHENTICATION:

7965445

DATE:

05-30-96

TRADEMARK

REEL: 1869 FRAME: 0785

CERTIFICATE OF MERGER OF

LCI TELEMAGMENT CORP.

INTO

LCI INTERNATIONAL TELECOM CORP.

The undersigned corporation
DOES HEREBY CERTIFY:

FIRST: The name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
LCI International Telecom Corp.	Delaware
LCI Telemangement Corp.	Delaware

SECOND: An agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation, which is a Delaware corporation, is LCI International Telecom Corp.

FOURTH: The Restated Certificate of Incorporation of LCI International Telecom Corp. as in effect immediately prior to the merger shall continue unchanged as the certificate of incorporation of the surviving corporation.

FIFTH: The executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 4650 Lakehurst Court, Dublin, Ohio 43016.

SIXTH: A copy of the agreement of merger will be furnished by the surviving corporation on request and without cost to any stockholders of any constituent corporation.

11-04-1998



100868077

10-19-98

Tab settings

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Corporate Telemanagement Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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- Merger
- Change of Name

Execution Date: July 10, 1995

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Street Address: 4250 North Fairfax Drive

City: Arlington State: VA ZIP: 22203

- Individual(s) citizenship
- Association
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- Limited Partnership
- Corporation-State De
- Other

03-11-1999

U.S. Patent & TMO/TM Mail Rpt 1

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

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

1,729,897

A. Trademark Application No.(s)

B. Trademark registration No.(s)

(1,729,897)

Additional numbers attached? Yes No

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

Name: Leslye S. Fenton, Esq.

Internal Address: Odin, Feldman & Pittleman

9302 Lee Highway, Suite 1100

Fairfax, Virginia 22031

Street Address: 9302 Lee Highway, Suite 1100

City: Fairfax State: VA ZIP: 22031

6. Total number of applications and registrations involved:

1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

11/03/1998 JSHABAZZ 00000150 1729897

01 FC:481

40.00 DP

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.

Leslye S. Fenton

Name of Person Signing

Leslye S. Fenton

Signature

10/13/98

Date

Total number of pages comprising cover sheet:

TRADEMARK

11



03-11-1999

U.S. Patent & TMOtc/TM Mail Ropt Dt. #47

ODIN, FELDMAN & PITTLEMAN, P.C.

ATTORNEYS AT LAW
9302 LEE HIGHWAY
SUITE 1100
FAIRFAX, VIRGINIA 22031-1215

FACSIMILE (703) 218-2160

Celebrating 25 Years

WRITER'S DIRECT DIAL NUMBER

(703) 218-2353

March 11, 1999

DEXTER S. ODIN
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NELSON BLITZ
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SALLY ANN HOSTETLER
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F. DOUGLAS ROSS
BRUCE M. BLANCHARD
FRANCES PIERSON DWORNIK
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HARRY N. LOWE, III

² ALSO ADMITTED TO D.C. BAR
^{*} ALSO ADMITTED TO MD BAR
[†] ADMITTED TO D.C. BAR ONLY
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OF COUNSEL
THOMAS E. CHILCOTT²
STEPHEN J. O'BRIEN²
THOMAS R. DALY²
JOHN HW. COLE²

VIA EXPRESS MAIL NO. EJ357841946US

The Assistant Commissioner for Trademarks
United States Patent and Trademark Office
2900 Crystal Drive
Arlington, Virginia 22202-3513

ATTN: Mary Benton, Examiner
Assignment Division
Office of Public Records

Re: **Assignment of the Service Mark "CTG LOGO"**
to LCI International Telecom Corp.
Registration No. 1,729,897
Our Docket No.: 34277/00333

Dear Ms. Benton:

Enclosed please find Registrant, Corporate Telemangement Group, Inc.'s
(CORRECTED) Assignment of its service mark for "CTG LOGO" to LCI International Telecom
Corp. We have enclosed the original stamped Assignment as you requested.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,

Kindra P. Devlin
Legal Assistant

Enclosures

cc: Leslye S. Fenton, Esq.

N:\DATA\CLIENT\34277\00333\KPDLT001