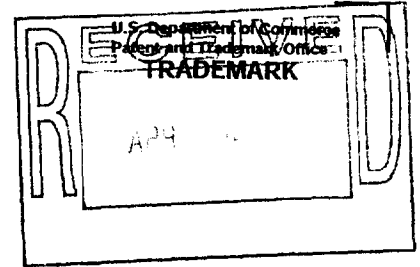


04-21-1999

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101015976



*MRS*  
*4.14.99*

### 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
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- 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

04/20/1999 DNGUYEN 00000206 75527277

#### FOR OFFICE USE ONLY

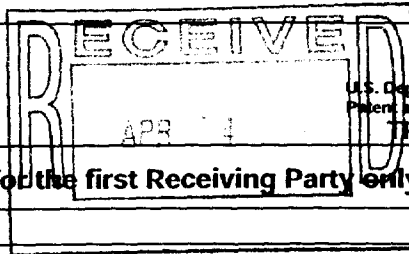
01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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

REEL: 001885 FRAME: 0813

REEL: 1885 FRAME: 0813



**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

401-276-6673

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)**

2

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.

Douglas G. Gray, Esq.

Name of Person Signing

Signature

Date Signed

## SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement, effective as of the Closing Date, is made between AT&T CORP., a New York corporation duly organized and existing under the laws of the State of New York, with an office at 32 Avenue of the Americas, New York, New York 10013-2412, United States of America (hereinafter referred to as the "Assignor") and Language Line LLC, a Delaware Limited Liability Company, having an office at One Lower Ragsdale Drive, Monterey, California 93940-5749 (hereinafter referred to as the "Assignee").

WHEREAS, the Assignor has adopted, used, registered or applied to register in the United States certain service marks set forth in Exhibit 1 annexed hereto, including without limitation, the registrations and applications and common law marks set out in Exhibit 1 (hereinafter referred to as the "Assigned Marks"); and

WHEREAS, the Assignor wishes to transfer and assign to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor's rights, title and interest in and to the Assigned Marks and all of the goodwill associated therewith, as well as all registrations and applications and other rights, including common law rights, the Assignor may have throughout the world with respect to such Assigned Marks.

NOW, THEREFORE, the Assignor and the Assignee agree as follows:

### Section 1

Effective the Closing Date, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor does hereby assign to the Assignee all of its proprietary rights and applications for proprietary rights, title and interest in and to the Assigned Marks, including without limitation, the registrations and applications and common law marks set forth in Exhibit 1, any common law rights in the Assigned Marks, the goodwill of the business relating to the Assigned Marks, and the right to sue for past infringement of the Assigned Marks.

The Assignor makes no representations or warranties with respect to the registrability, validity, or enforceability of the Assigned Marks.

The Assignee does hereby accept this assignment.

Section 2

The Assignor will promptly transfer to or provide to the Assignee copies of all files relating to the use, registration of, and applications for registration of, the Assigned Marks.

Section 3

- (A) This Agreement in the form of a notarial deed is intended in original and in certified copy to be lodged with the competent domestic and foreign institutions, more particularly administrative agencies and courts, together with an application for assignment of the corresponding proprietary rights and applications for proprietary rights.
- (B) Should the lodging of this deed be insufficient for the assignment of the proprietary rights and applications for proprietary rights, both parties hereto shall immediately attend to the necessary formalities and will execute all reasonable documents necessary to effect transfer of the Assigned Marks.
- (C) The Assignee shall bear the costs arising out of or in connection with the implementation of the assignment contained herein.
- (D) Amendments hereto and amplifications hereof shall be in writing and signed by both parties.

ASSIGNOR

ASSIGNEE

Given at Basking Ridge  
New Jersey, USA  
on March 30, 1999  
AT&T Corp.

Accepted at \_\_\_\_\_  
on \_\_\_\_\_  
\_\_\_\_\_

By: Frank L. Politan

By: \_\_\_\_\_

Name: Frank L. Politano  
Trademark and Copyright Counsel  
Authorized Signatory

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signatory

Section 2

The Assignor will promptly transfer to or provide to the Assignee copies of all files relating to the use, registration of, and applications for registration of, the Assigned Marks.

Section 3

- (A) This Agreement in the form of a notarial deed is intended in original and in certified copy to be lodged with the competent domestic and foreign institutions, more particularly administrative agencies and courts, together with an application for assignment of the corresponding proprietary rights and applications for proprietary rights.
- (B) Should the lodging of this deed be insufficient for the assignment of the proprietary rights and applications for proprietary rights, both parties hereto shall immediately attend to the necessary formalities and will execute all reasonable documents necessary to effect transfer of the Assigned Marks.
- (C) The Assignee shall bear the costs arising out of or in connection with the implementation of the assignment contained herein.
- (D) Amendments hereto and amplifications hereof shall be in writing and signed by both parties.

ASSIGNOR

ASSIGNEE

Given at Basking Ridge  
New Jersey, USA  
on \_\_\_\_\_  
AT&T Corp.

Accepted at \_\_\_\_\_  
on \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: Christopher W. Ensign

Name: \_\_\_\_\_  
Trademark and Copyright Counsel  
Authorized Signatory

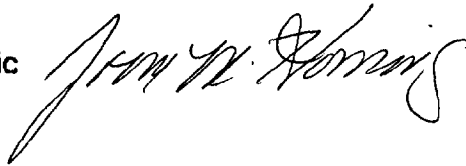
Name: CHRISTOPHER W. ENSIGN  
Title: PRESIDENT LANGUAGE LINE, LLC  
Authorized Signatory

**Notarial Certifications**

I, a Notary Public, certify that on March 30, 1999, before me personally appeared Frank L. Politano, to me known to be an authorized signatory of AT&T CORP. and that he executed the foregoing Service Mark Assignment Agreement.

Notary Public "Official Seal"

Signature of Notary Public



**JOAN M. HORNING**  
Notary Public of New Jersey  
My Commission Expires August 12, 2001

I, a Notary Public, certify that on \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_, to me known to be an authorized signatory of \_\_\_\_\_ and that \_\_\_\_\_ executed the foregoing Service Mark Assignment Agreement.

Notary Public "Official Seal"

Signature of Notary Public

**Notarial Certifications**

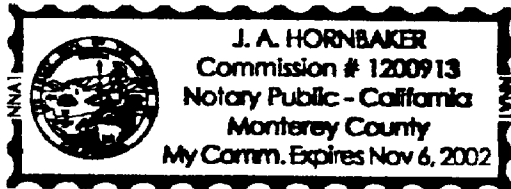
I, a Notary Public, certify that on \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_, to me known to be an authorized signatory of AT&T CORP. and that \_\_\_ executed the foregoing Service Mark Assignment Agreement.

Notary Public "Official Seal"

Signature of Notary Public

I, a Notary Public, certify that on 3-30, 1999, before me personally appeared CHRISTOPHER W. ENSIGN, to me known to be an authorized signatory of LANGUAGE LINE, LLC and that HE executed the foregoing Service Mark Assignment Agreement.

Notary Public "Official Seal"



Signature of Notary Public

*J. A. Hornbaker*

EXHIBIT 1

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. FILING DATE</u>	<u>REG. DATE</u>
LANGUAGE LINE	Benelux	June 28, 1994	June 28, 1994
LANGUAGE LINE	China	July 18, 1994	April 7, 1996
LANGUAGE LINE	Denmark	July 5, 1994	Dec. 23, 1994
LANGUAGE LINE	Germany	Oct. 13, 1992	March 15, 1993
LANGUAGE LINE	Greece	August 9, 1994	Sept. 17, 1997
LANGUAGE LINE	United Kingdom	Oct. 26, 1992	Oct. 26, 1992
LANGUAGE LINE	United States	July 29, 1998	
YOUR PASSPORT TO THE LANGUAGES OF THE WORLD	United States	April 8, 1991	Feb. 2, 1993

COMMON LAW MARKS

LANGUAGE LINE

YOUR PASSPORT TO THE LANGUAGES OF THE WORLD

INTERNET DOMAIN NAME

language line.com (together with the domain name registration for such Internet domain name)