

FORM PTO-1618A  
Expires 09/30/99  
OMB 0651-0027

09-21-1999

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



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MMD  
8/20/99

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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/AKA/TA

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

FOR OFFICE USE ONLY

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 TRADEMARK

REEL: 001931 FRAME: 0345

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

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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**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)**

\*

\*see attached sheet for 70 total trademarks

**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:

#

*Charge Fee*

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.

Jacqueline A. Gregorski

Name of Person Signing

*Jacqueline A. Gregorski*

Signature

*8/16/99*

Date Signed

**Assignment**  
**BellSouth Intellectual Property Group, Inc. to**  
**BellSouth Intellectual Property Corp.**

1-800-BELLSOUTH and Design	75/338930	11-Aug-97		
A MILLION PLACES TO GO, ONE PLACE TO BEGIN	75/502671	15-Jun-98		
ALL DIGITAL. ALL CHANNELS. ALL THE TIME.	75/429,289	05-Feb-98		
ALL DIGITAL. ALL THE TIME.	75/429297	05-Feb-98		
AT HOME THE WORLD OVER	75/333703	31-Jul-97		
BELLSOUTH #1	75/155248	23-Aug-96		
BELLSOUTH 411 NATIONWIDE	75/369582	06-Oct-97		
BELLSOUTH HOMELINK	75/510657	29-Jun-98		
BELLSOUTH IC VIDEO	75/502852	15-Jun-98		
BELLSOUTH LONG DISTANCE PREMIER TOLL FREE	75/510540	29-Jun-98		
BELLSOUTH ON-PREMISES WIRELESS	75/470144	20-Apr-98		
BELLSOUTH PSP REWARD PLAN	75/397327	28-Nov-97		
BELLSOUTH TELESTAT	75/286819	05-May-97		
BELLSOUTH.NET	75/124116	24-Jun-96		
BUSYCONNECT	75/345388	22-Aug-97		
CALL WIZARD	75/510658	29-Jun-98		
CELLULAR TO GO	75/502701	15-Jun-98		
CLUB*EDI	75/316942	30-Jun-97		

COMPARTIENDO TRADICIONES	75/280685	24-Apr-97		
CYBERTONE	74/688834	15-Jun-95		
DCS 2N1	75/302030	02-Jun-97		
DCS 2N1 NUMBER	75/495530	03-Jun-98		
DCS MINUTE MANAGER	75/475825	28-Apr-98		
DESIGN FOR DIRECTORIES	327,713	23-AUG-78	1,327,713	11-Mar-80
FASTACCESS	75/333702	31-Jul-97		
GUARDIAN ANGEL PROGRAM	75/316918	30-Jun-97		
HOME SERIES	75/335716	04-Aug-97		
INCREASE YOUR NET WORTH, NOT YOUR NET WORK	75/502928	15-Jun-98		
INFORMATION ALL OVER	75/515,003	07-Jul-98		
KNOW YOU'RE ON THE NETWORK	75/420012	20-Jan-98		
LET YOUR FINGERS DO THE...	044783	02-Apr-90		
MOVEXPRESS	75/326544	17-Jul-97		
NO HAY COMO LA COMPANIA VECINA	75/495531	03-Jun-98		
NOBODY KNOWS A NEIGHBOR LIKE A NEIGHBOR	75/308875	16-Jun-97		
ONDACOM	75/324001	14-Jul-97		
ONDACOM	75/395577	24-Nov-97		
ONDACOM and Design	75/326542	17-Jul-97		
ONDACOM and Design	75/395,580	24-Nov-97		
ONE SIMPLE NUMBER. ONE SINGLE BILL. ALL BELLSOUTH.	75/503580	16-Jun-98		

OSPCM	75/278285	21-Apr-97		
OVERTURE	74/597774	14-Nov-94		
OVERTURE & Design	74/633,931	14-Nov-94		
POR TODO EL MUNDO, COMO EN SU CASA	75/373876	16-Oct-97		
PREFERRED STATE	75/416029	12-Jan-98		
PRESS BLUE TO GET THROUGH	75/478681	04-May-98		
RAM INTERACTIVE DISPATCH	75/356063	12-Sep-97		
RAPIDREPLY	75/270843	03-Apr-97	2,200,538	27-Oct-98
REAL HELP FOR THE REAL WORLD	75/368500	06-Oct-97		
ROAMMATE	75/409403	22-Dec-97		
SALES ALLY	75/174695	27-Sep-96		
SMALL BUSINESS BLUEPRINT	75/200559	19-Nov-96		
SUPERNEIGHBORHOOD	75/458777	30-Mar-98		
SUPPORTLINK	75/491,054	26-May-98		
TALKERS ADVANTAGE	75/451422	16-Mar-98		
TELELINKS	75/216338	20-Dec-96		
TELEPATH	75/143756	01-Aug-96		
THE REAL 411	75/026,417	29-Nov-95		
TV THE WAY YOU'VE ALWAYS WANTED IT TO BE	75/374787	17-Oct-97		
VILLAGE VALUES	75/379404	27-Oct-97		
VISION SS7 ONLINE	75/357101	15-Sep-97		

VISUAL DIRECTOR	75/408841	22-Dec-97		
WE TAKE THE WORK OUT OF NETWORK	75/502850	15-Jun-98		
WINCENTER	75/200558	19-Nov-96		
WINCONNECT	75/200560	19-Nov-96		
WIRELESS ACCESSORIES HOTLINE	75/392750	19-Nov-97		
WORK AT HOME CONNECTION	75/504623	18-Jun-98		
WORLD CLASS CAMPUS	75/378691	24-Oct-97		
YELLOWVISION	75/360890	22-Sep-97		
YOUR INTERCONNECTION ADVANTAGE	75/146832	08-Aug-96		
YOUR NEIGHBOR ON THE INTERNET	75/422,220	23-Jan-98		

**TRADEMARK ASSIGNMENT**

**BELLSOUTH INTELLECTUAL PROPERTY GROUP, INC.**, a corporation of the State of Georgia, with its principal place of business at BellSouth Corporation, 1155 Peachtree Street, N.E., Suite 16E02 Atlanta, Georgia 30309-3610 (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, listed in the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and **BELLSOUTH INTELLECTUAL PROPERTY CORPORATION**, a corporation of the State of Delaware, with its principal place of business at 824 Market Street, Wilmington, Delaware 19801 (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Marks, and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding. The parties acknowledge such transfer constitutes a contribution to the capital of Assignee intended to qualify as a transfer to a corporation controlled by Assignor under Section 351 of the Internal Revenue Code. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of 12:01 a.m. (E.D.T.), September 1, 1998.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of 12:01 a.m. (E.D.T.), September 1, 1998.

**BELLSOUTH INTELLECTUAL PROPERTY GROUP, INC.**

By: *Keith O. Cowan*

Name: Keith O. Cowan

Title: President

STATE OF GEORGIA §

COUNTY OF FULTON §

On this 27th day of August, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Keith O. Cowan, known by me to be the person of the above name and an officer of BELLSOUTH INTELLECTUAL PROPERTY GROUP, INC. duly authorized to execute this Trademark Assignment on behalf of BELLSOUTH INTELLECTUAL PROPERTY GROUP, INC., who signed and executed the foregoing instrument on behalf of BELLSOUTH INTELLECTUAL PROPERTY GROUP, INC.

*Joseph Clower Linn*  
Notary Public

Notary Public, Henry County, Georgia  
My Commission Expires January 24, 2002

My Commission Expires: \_\_\_\_\_



**BELLSOUTH INTELLECTUAL PROPERTY CORPORATION**

By: [Signature]

Name: ROBERT HAMILTON

Title: PRESIDENT

STATE OF DELAWARE §  
COUNTY OF New Castle §

On this 27<sup>th</sup> day of August, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert H. Hamilton, known by me to be the person of the above name and an officer of BELLSOUTH INTELLECTUAL PROPERTY CORPORATION duly authorized to execute this Patent Assignment on behalf of BELLSOUTH INTELLECTUAL PROPERTY CORPORATION, who signed and executed the foregoing instrument on behalf of BELLSOUTH INTELLECTUAL PROPERTY CORPORATION.

[Signature]  
Notary Public

DEBORAH K. BOWERS  
Notary Public, State of Delaware  
My Commission Expires: January 8, 2000