

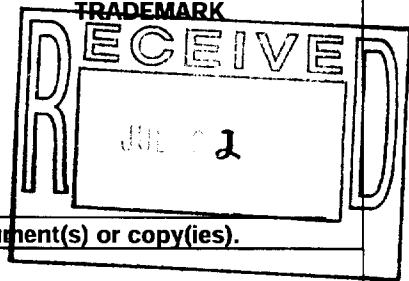
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



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

Merger

Change of Name

Other

Effective Date
Month Day Year

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

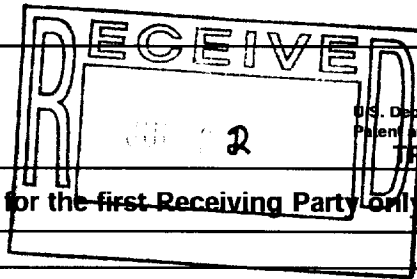
07/27/1999 MTHAI1 00000341 033412 1962790

01 FC:481 40.00 CH
02 FC:482 50.00 CH

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: 001934 FRAME: 0795



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

202 662 5188

Name

Bingham B. Leverich

Address (line 1)

Covington & Burling

Address (line 2)

P.O. Box 7566

Address (line 3)

Washington, D.C. 20044

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)

4

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)

1962790		
1806848		
2199462		

Number of Properties

Enter the total number of properties involved.

#

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

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:

#

03 3412

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.

Kathleen T. Gallagher-Duff

Name of Person Signing

Kathleen T. Gallagher-Duff July 22, 1999

Signature

Date Signed

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "Assignment and Bill of Sale"), as dated as of May 14, 1999, is made by and between Alaska Communications Systems, Inc., a Delaware corporation (the "Buyer"), and the Municipality of Anchorage, a municipality located in the State of Alaska (the "Seller").

RECITALS

WHEREAS, pursuant to the terms of the Asset ATU Purchase Agreement, dated as of October 20, 1998, by and between the Buyer and the Seller (the "ATU Purchase Agreement"), the Seller has agreed to sell, assign, convey, transfer and deliver to the Buyer, and the Buyer has agreed to purchase from the Seller, all of the Assets, properties, rights and businesses of the Seller relating to the business and operations conducted by Anchorage Telephone Utility ("ATU");

AGREEMENT

NOW, THEREFORE, WITNESSETH THAT in consideration of the premises, the Seller by this Assignment and Bill of Sale does hereby sell, assign, convey, transfer, deliver and confirm unto the Buyer, its successors and assigns forever all of the Seller's right, title and interest in and to all of the Assets other than the Excluded Assets, including without limitation the following:

(a) the real property listed on Schedule 5.6(a) to the ATU Purchase Agreement, including without limitation land and improvements thereon (other than to the extent disposed of prior to the date hereof) and subject to the terms and conditions of any leases, easements, rights of way and other real property rights, effective on the date hereof with respect to such property;

(b) other than to the extent such leases have been terminated prior to or at the date hereof, the real property leases listed on Schedule 5.6(b)(1) to the ATU Purchase Agreement and any additional real property leases entered into by ATU as lessor with respect to the real property referred to in (a) above;

(c) other than to the extent such leases have been terminated prior to the date hereof, the real property leases listed on Schedule 5.6(b)(2) to the ATU Purchase Agreement and any additional real property leases entered into by ATU as lessee for purposes of conducting the Telephone Operations prior to the date hereof;

(d) a Telecommunications Use Agreement reasonable for the maintenance of the Telephone Operations providing for the use in perpetuity, without charge, of all easements, rights of way, permits, and other rights and interests owned by the Municipality that are not

I hereby certify that the foregoing documents and attachments and the accompanying fee are being deposited with the United States Postal Service via EXPRESS MAIL Post Office to Addressee addressed to: Box: ASSIGNMENT - FEE, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on this 22 day of July, 1999.

EXPRESS MAIL NO.: EL194868943US

By: Cheryl L. Fountain

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listed on Schedule 5.6 to the ATU Purchase Agreement and, on the date hereof, are being used for the Telephone Operations;

(e) other than (i) to the extent such leases have been terminated prior to the date hereof or (ii) to the extent any such contract requires that ATU remain a municipal entity, ATU's rights and obligations as lessee under any personal property leases or rental agreements with respect to any personal property used in the Telephone Operations, including those leases listed on Schedule 5.6(b)(3) to the ATU Purchase Agreement, and any additional such personal property leases entered into prior to the date hereof;

(f) all items of tangible personal property owned by ATU or used in the Telephone Operations, including, without limitation, all such items within the following categories: motor vehicles, special purpose vehicles, garage work equipment, other work equipment, furniture, office support equipment, company communications equipment, general purpose computers, digital/electronic switches, operator systems, radio systems, circuit equipment, multiplexing and signal processing equipment, customer premise wiring, pay stations (coin), pay stations (coinless), pole lines, aerial cable (nonmetallic), aerial cable (metallic), underground cable (non-metallic), underground cable (metallic), buried cable (non-metallic), buried cable (metallic), intrabuilding network cable (non-metallic), intrabuilding network cable (metallic), aerial wire, conduit, poles, station apparatus, multiline telephone equipment, PBX equipment and PBX multiline equipment, other than to the extent the Seller has disposed of such items prior to the date hereof, including spare and replacement items thereof;

(g) subject to the receipt of any required third party approvals, all contracts, agreements (including, but not limited to, any employment agreements of ATU, MACtel and ATU-LD), understandings, commitments, sales orders and purchase orders entered into by ATU relating to the Telephone Operations, including all such items listed on Schedule 5.6 of the ATU Purchase Agreement and all such items entered into before the date hereof (other than to the extent such items have been terminated prior to the date hereof);

(h) all patents, trademarks, trade names, copyrights and service marks, and all registrations therefor, all applications pending therefor and all other proprietary rights and intangible property such as trade secrets, technology, software, operating systems, customer lists, customer relationships, customer agreements and customer understandings, know-how, formulae, slogans, processes and operating rights relating to the business and operations of ATU, including without limitation all such items listed on Schedule 5.6(c) to the ATU Purchase Agreement (other than to the extent such items have terminated, expired or been disposed of by the Seller prior to the date hereof) and any such items acquired prior to the date hereof;

(i) all licenses or other rights granted by or to the Seller relating to the Telephone Operations, which relate, in whole or in part, to any items described in (h) above or to other proprietary rights transferred hereby, including all such items granted or entered into before the date hereof and all such items listed on Schedule 5.6 of the ATU Purchase Agreement (other than to the extent such items have terminated, expired or been disposed of by the Seller prior to the date hereof);

(j) all authorizations, consents, licenses, permits, franchises, tariffs, orders, approvals and other registrations of any federal, state or local court or other governmental department, commission, board, bureau, agency or instrumentality, held by the Seller and required for the conduct of the Telephone Operations, including without limitation all such items listed on Schedule 5.6 of the ATU Purchase Agreement (other than to the extent such items have been terminated prior to the date hereof);

(k) all receivables, including accounts receivable, relating to the Telephone Operations, including without limitation all such items reflected on the 1997 Financial Statements and all such items acquired after December 31, 1997 and on or before the date hereof (other than to the extent the Seller has disposed of such items prior to the date hereof);

(l) all choses in action and causes of action, judgments and claims of any nature available to or pursued by ATU relating to the Assets or the Telephone Operations, including without limitation all such items reflected on the 1997 Financial Statements, all such items arising or acquired after December 31, 1997 and on or before the date hereof (other than to the extent the Seller has disposed of such items prior to the date hereof); provided that Seller hereby agrees to pay any amounts arising out of or relating to liability from the Spruce Street case described on Schedule 5.7 of the ATU Purchase Agreement or any such claim or demand related to any Excluded Assets;

(m) all cash and cash equivalents, funds and investments, treasury bills and securities relating to the Telephone Operations, including without limitation all such items reflected on the 1997 Financial Statements (including without limitation such items reflected under the headings "Petty Cash," "Restricted Funds and Investments - Equity in general cash pool reserved for customer deposits; and - Equity in construction cash pool" and "Equity in General Cash Pool") and all such items acquired after December 31, 1997 and on or before the date hereof (other than to the extent the Seller has disposed of such items prior to the date hereof);

(n) all prepaid and deferred items relating to the business and operations of ATU, including without limitation prepaid rentals, insurance, taxes and unbilled charges and deposits relating to such business and operations, including without limitation all such items reflected on the 1997 Financial Statements and all such items acquired after December 31, 1997 and on or before the date hereof (other than to the extent the Seller has disposed of such items prior to the date hereof);

(o) all operating data and records relating to the Telephone Operations, including without limitation financial, accounting and credit records, correspondence, budgets, engineering and plant records and other similar documents and records;

(p) all right, title and interest in and to ATU's trade names and all goodwill associated with ATU;

(q) all issued and outstanding equity interests of ATU Communications, Inc., MACtel, Inc. ("MACtel"), ATU Long Distance, Inc. ("ATU-LD"), Peninsula Cellular Services, Inc., MACtel Fairbanks, Inc. ("MACtel Fairbanks") and Prudhoe Communications, Inc. and all other shares of capital stock held directly or indirectly by, or in the control of, ATU or its Board of Directors; and

(r) the capital stock of, or ATU's other direct or indirect ownership interest in, Alaska Network Systems, Inc., Internet Alaska, Inc., and Alaskan Choice Television, L.L.C. (collectively the "Minority Interests").

TO HAVE AND TO HOLD said assets, properties, rights and businesses unto the Buyer, its successors and assigns, and for its and their own use forever and the Seller hereby constitutes and appoints the Buyer and its designees, the Seller's true and lawful attorney and attorneys, with full power of substitution, in the Seller's name and stead, on behalf and for the benefit of the Buyer (or its designees), to demand and receive any and all of such Assets sold, transferred, assigned, set over and conveyed hereby, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in the Seller's name, or otherwise, for the benefit of the Buyer and its designees, but at the cost and expense of the Buyer (or its designees), any and all proceedings at law, in equity or otherwise, which the Buyer may deem proper for the collection or reduction to possession of any of such Assets, and to do all acts and things relating to such Assets which the Buyer (or its designees) shall deem desirable, the Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Seller or by its dissolution or in any manner or for any reason whatsoever.

AND THE SELLER HEREBY FURTHER WARRANTS AND AGREES AS FOLLOWS:

I. The Seller hereby warrants that it has good and marketable title to all of the assets, properties, rights and businesses transferred hereunder, free and clear of all mortgages, Liens, pledges charges, security interests or encumbrances of every kind, nature and description whatsoever, except Liens permitted by Section 5.6 of the ATU Purchase Agreement, and that it has full power and authority to dispose of the Assets.

II. This Assignment and Bill of Sale shall not constitute an agreement to assign or an assignment or transfer of any claim, contract, license, lease, sublease, commitment, sales order or purchase order if any attempted assignment of the same without the consent of the other party thereto would constitute a breach thereof or in any material way affect the rights of the Seller thereunder, and any such asset will not be transferred hereunder unless and until all applicable consents that are required are obtained. If such consent is not obtained, or if any attempted assignment would be ineffective or would affect the Seller's rights thereunder so that the Buyer would not in fact receive all such rights, then the Seller shall act as the agent for the Buyer in order to obtain for the Buyer the benefits thereunder. At such time as any required consent is obtained with respect to an asset, then this Assignment will become effective as to that asset.


Capitalized terms used herein without definition shall have the meanings assigned to such terms in the ATU Purchase Agreement. The agreements, covenants and terms contained herein are subject to the terms and provisions of, and the rights and obligations of the parties under, the ATU Purchase Agreement. In the event of a conflict between this Assignment and Bill of Sale and the ATU Purchase Agreement, the ATU Purchase Agreement shall control.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without reference to the choice of law principles thereof, as to all matters, including matters of validity, construction, effect, performance and remedies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed on this 14th day of May, 1998.

MUNICIPALITY OF ANCHORAGE

By: 
Name: Rick Mystrom
Title: Mayor

5.6(c) PATENTS, TRADEMARKS, TRADE TAXES, COPYRIGHTS AND SERVICE-MARKS, ETC.

1. Registered (Federal, unless otherwise indicated)

- a. ATU Telecommunications Logo and Design, Reg. No. 1,962,790.
- b. ATU Behind Every Call You Make, Reg. No. 1,733,609.
- c. Behind Every Call you Make, Reg. No. 1,806,848.
- d. Make a Bundle, Save a Bunch, Reg. No. 3006 (State of Alaska).

2. Pending Applications for Registration (Federal, unless otherwise indicated)

- a. Technology for Alaska's Future, App. No. 75/274,732.
- b. At Home, App. No. 75/254,583.
- c. At Home Plan, App. No. 75/254,585.
- d. Company Store, App. No. 75/254,584.
- e. Prime Savings, App. No. 75/368,943 and 75/377,463.
- f. ATU's Ring Thing (State of Alaska)
- g. Balance View (State of Alaska)

3. Unregistered Service Marks

- a. Easy Month
- b. ATLAS and ATLAS Lite
- c. 411 ATU Connect