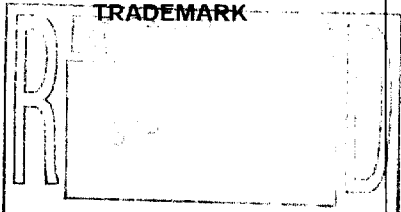


09-22-1999



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TRADEMARK



RECORDATION FORM COVER SHEET
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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 # 101068174
- 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 WilTel Data Network Services, Inc.

12161994

Formerly []

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other []

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name WilTel Communications Systems, Inc.

DBA/AKA/TA []

Composed of []

Address (line 1) 2800 Post Oak Blvd.

Address (line 2) []

Address (line 3) Houston TX 77056

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other []

Citizenship/State of Incorporation/Organization Delaware

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

09/22/1999 NTHAI1 00000036 1828579

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40.00 DP

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

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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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1828579"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

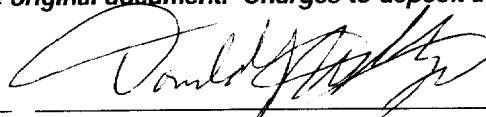
No

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.

Donald J. Hellwege

Name of Person Signing



Signature

9/13/99

Date Signed

State of Delaware
Office of the Secretary of State PAGE 1

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:

"WITTEL DATA NETWORK SERVICES, INC.", A DELAWARE CORPORATION,

WITH AND INTO "WITTEL COMMUNICATIONS SYSTEMS, INC." UNDER THE NAME OF "WITTEL COMMUNICATIONS SYSTEMS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 1994, AT 4:30 O'CLOCK P.M.



0659101 8100M

991376062

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

Edward J. Freel, Secretary of State

AUTHENTICATION: 9962507

DATE: 09-09-99

TRADEMARK
REEL: 001970 FRAME: 0776

**DELAWARE
CERTIFICATE OF MERGER**

The undersigned corporation

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger are as follows:

<u>NAME</u>	<u>PLACE OF INCORPORATION</u>
WilTel Communications Systems, Inc.	Delaware
WilTel Data Network Services, Inc.	Delaware

SECOND: That the "Agreement and Plan of Merger" between the parties to the merger has been approved, certified, executed, and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: That the name of the surviving corporation of the merger is WilTel Communications Systems, Inc., a Delaware corporation.

FOURTH: That the Certificate of Incorporation of WilTel Communications Systems, Inc., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is One Williams Center, Tulsa, Oklahoma, 74172.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished on request and without cost to any stockholder of either constituent corporation.

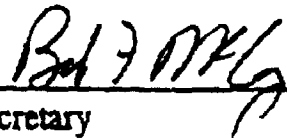
SEVENTH: That the authorized capital stock of WilTel Communications Systems, Inc. is 1,000 shares of common stock, \$1.00 par value.

Dated: December 16, 1994

WILTEL COMMUNICATIONS SYSTEMS, INC.

By: 
Vice President

Attest:

By: 
Secretary

signed in the presence of

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated December 16, 1994 (the "Agreement"), is being effectuated pursuant to Section 251 of the General Corporation Law of the State of Delaware by and between WILTEL COMMUNICATIONS SYSTEMS, INC. ("WCS"), a Delaware corporation, and WILTEL DATA NETWORK SERVICES, INC. ("WDNS"), a Delaware corporation. Both WCS and WDNS are wholly owned subsidiaries of Williams Telecommunications Group, Inc. WCS and WDNS are hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, WCS is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated thereunder by a Certificate of Incorporation filed with the Secretary of State of the State of Delaware on June 19, 1967; the registered office of WCS in the State of Delaware is located at 1209 Orange Street, in the City of Wilmington, County of New Castle; and the name of its registered agent at such office is The Corporation Trust Company; and

WHEREAS, WDNS is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on December 23, 1991; and

WHEREAS, the Boards of Directors of the Constituent Corporations have unanimously approved and adopted this Agreement; and

WHEREAS, the Constituent Corporations desire to merge into a single corporation;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Constituent Corporations agree as follows:

ARTICLE I

TERMS

1.1 Upon the terms and conditions herein stated, it is agreed that upon the effective time of the merger, as defined in Section 2.1 below, WDNS shall be merged with and into WCS in accordance with the applicable statutes of the State of Delaware, and the separate existence of WDNS shall cease, and WCS shall continue under the laws of the State of Delaware as the surviving corporation.

1.2 Upon the effective time of the merger:

All 1,000 outstanding shares of common stock of WDNS (this being all of the capital stock of WDNS issued and outstanding) shall be canceled and retired; all rights in

respect thereof shall cease; and no shares of stock or other securities of WCS shall be issued in respect thereof.

WCS shall be entitled to the protection of, and to rely upon, the stock records of WDNS to the same extent as if the same were its own records; and such records shall be deemed to be the records of WCS for all corporate purposes.

1.3 The directors and officers of WCS shall continue in office until the next annual meeting of stockholders and until their successors have been duly elected and qualified.

ARTICLE II

EFFECTIVE TIME OF MERGER

2.1 At the earliest convenient time hereafter, this Agreement and all other instruments or documents required by applicable law for consummation of the merger thereunder, shall be filed in accordance with the laws of the State of Delaware. This Agreement shall become effective upon the later of (i) December 31, 1994, or (ii) the issuance of a certificate of merger by the Secretary of State of the State of Delaware (such time sometimes herein referred to as the "effective time of the merger"), unless this Agreement shall have been terminated in accordance with the provisions of Article III.

2.2 The Certificate of Incorporation and Bylaws of WCS in existence and effect immediately prior to the effective time of the merger shall continue in full force and effect as the Certificate of Incorporation and Bylaws of the surviving corporation until the same shall thereafter be altered, amended, or repealed, in accordance with their respective terms.

2.3 At the effective time of the merger, all and singular rights, privileges, powers, and franchises, both of a public as well as a private nature, and all property, real, personal, and mixed, of each of the Constituent Corporations, and all debts due to any of them on whatever account, including subscriptions to shares and all other things in action, or belonging to any of them shall be taken and deemed to be transferred to, and shall be vested in and possessed by WCS without further act or deed; and all property, rights, privileges, powers, and franchises of each of the Constituent Corporations, and all and every other interest shall be thereafter as effectually the property of WCS as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; but WCS shall thenceforth be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Corporations, and the same shall henceforth attach to WCS and may be enforced against it to the same extent as if said debts, liabilities, obligations, duties, and penalties had been incurred or contracted by it. No liability or obligation due at the effective time of the merger, or then to become due, claim or demand for any cause of action then existing against WDNS, or any stockholder, officer, or director thereof, shall be released or impaired by the merger, and all rights of creditors and all liens upon property of WDNS shall be preserved unimpaired.

2.4 The Constituent Corporations agree that from time to time as and when requested by WCS or by its successors or assigns, the officers and directors of WCS are fully authorized in the name of each of the Constituent Corporations or otherwise to execute and deliver all such deeds, assignments, or other instruments and to take or cause to be taken all such further action as WCS or any such officer of WCS may deem necessary or desirable in order to vest in and confirm to WCS and its successors and assigns, title to and possession of the property, rights, privileges, powers, and franchises referred to in Section 2.3 hereof, and otherwise to carry out the intent and purpose of this Agreement.

2.5 The merger shall be accounted for in accordance with generally accepted accounting principles. As of the effective time of the merger, the assets and liabilities of WDNS shall be taken up or continued, as the case may be, on the books of WCS, at the amounts at which they respectively shall be carried on the books of WDNS immediately prior to the effective time of the merger.

2.6 Upon the effective time of the merger, all corporate acts, resolutions, plans, policies, agreements, arrangements, approvals, and authorizations of each of the Constituent Corporations, stockholders, Boards of Directors, officers, agents and committees thereof, which were valid and effective immediately prior to the effective date of the merger, shall be taken for all purposes as to the acts, resolutions, plans, policies, agreements, approvals, and authorizations of WCS and shall be effective and binding thereon as the same were with respect to each of the Constituent Corporations.

ARTICLE III
TERMINATION

3.1 Anything herein or elsewhere to the contrary notwithstanding, this Agreement and the merger herein provided for, may be terminated and abandoned, or deferred for a reasonable period of time if such would be in the best interests of the Constituent Corporations or their stockholders, by the Board of Directors of either of the Constituent Corporations at any time before the effective date of the merger for any reason, in the sole discretion of such Board of Directors, either before or after any stockholder approval, subject to applicable law.

3.2 In the event of termination or abandonment of this Agreement by the Board of Directors of either of the Constituent Corporations, this Agreement shall become wholly void and of no effect and there shall be no liability on the part of the Constituent Corporations or the respective Boards of Directors or stockholders.

ARTICLE IV
MISCELLANEOUS PROVISIONS

4.1 WCS hereby (i) agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of WDNS as well as for the enforcement of any obligation of WCS arising from the merger; and (ii) appoints The

Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, 19801, as its agent to accept service of process in any such suit or other proceeding.

4.2 This Agreement shall be construed under and in accordance with and be governed by the laws of the State of Delaware, without regard to its choice of law rules.

4.3 This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

4.4 This Agreement may be executed in one or more counterparts, each of which when duly executed shall be deemed an original, and such counterparts shall together constitute one and the same instrument.

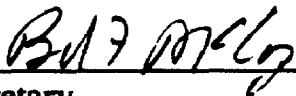
IN WITNESS WHEREOF, the Constituent Corporations by their duly authorized officers, have duly executed this Agreement as of the date first above written.

WITEL COMMUNICATIONS SYSTEMS, INC.
a Delaware corporation

By: 
Vice President

(CORPORATE SEAL)

Attest:

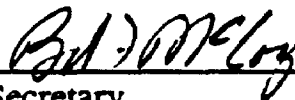
By: 
Secretary

WITEL DATA NETWORK SERVICES, INC.
a Delaware corporation

By: 
Vice President

(CORPORATE SEAL)

Attest:

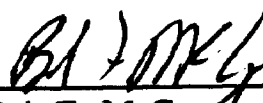
By: 
Secretary

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CERTIFICATE OF SECRETARY

I, Bob F. McCoy, Secretary of WilTel Communications Systems, Inc., a Delaware corporation, do hereby certify as such Secretary in accordance with the corporation laws of the State of Delaware, that the Agreement and Plan of Merger (the "Agreement") to which this Certificate is attached, after having been first duly adopted and executed by WilTel Data Network Services, Inc., was duly submitted to the sole stockholder of WilTel Communications Systems, Inc. and was approved by such sole stockholder by written consent dated December 16, 1994, that by virtue of such written consent, 1,000 shares of Common Stock, constituting all of the outstanding shares of Common Stock of WilTel Communications Systems, Inc. were voted for the adoption of said Agreement and that thereby such Agreement was duly adopted as the act of the sole stockholder of WilTel Communications Systems, Inc. and as the agreement and act of WilTel Communications Systems, Inc. all as provided in Subchapter VII of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have executed this Certificate this 16th day of December, 1994.



Bob F. McCoy
Secretary

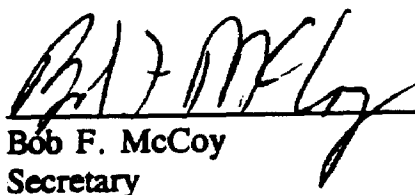
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CERTIFICATE OF SECRETARY

I, Bob F. McCoy, Secretary of WilTel Data Network Services, Inc., a Delaware corporation, do hereby certify as such Secretary in accordance with the corporation laws of the State of Delaware, that the Agreement and Plan of Merger (the "Agreement") to which this Certificate is attached, after having been first duly adopted and executed by WilTel Communications Systems, Inc., was duly submitted to the sole stockholder of WilTel Data Network Services, Inc. and was approved by such sole stockholder by written consent dated December 16, 1994, that by virtue of such written consent, 1,000 shares of Common Stock, constituting all of the outstanding shares of Common Stock of WilTel Data Network Services, Inc. were voted for the adoption of said Agreement and that thereby such Agreement was duly adopted as the act of the sole stockholder of WilTel Data Network Services, Inc. and as the agreement and act of WilTel Data Network Services, Inc. all as provided in Subchapter VII of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have executed this Certificate this 16th day of December, 1994.



Bob F. McCoy
Secretary

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