## 11-24-1999



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## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK is effective as of August 25, 1999 between GTE Government Systems Corporation, a corporation organized and existing under the laws of Delaware (hereinafter "ASSIGNOR"), and GTE Information Systems LLC, a limited liability company organized and existing under the laws of Delaware (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a Capital Contribution and Assumption Agreement dated August 6, 1999 (hereinafter "Agreement") pursuant to which ASSIGNOR conveyed unto ASSIGNEE certain intellectual property rights, including certain trademarks and the registrations and applications therefor, effective as of August 25, 1999;

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the trademarks and the registrations and applications therefor identified in the attached Schedule A; and

WHEREAS, effective as of August 25, 1999, pursuant to the terms of the Agreement, ASSIGNOR conveyed unto ASSIGNEE the trademarks identified on Schedule A, together with the goodwill of the business symbolized by the trademarks and the trademark registrations and applications identified on Schedule A, together with the right to file the trademarks in foreign countries (subject, however, to applicable trademark laws in such foreign countries), and the right to recover damages for any past and future acts of infringement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR confirms that it assigned unto ASSIGNEE all rights, title and interest in and to the trademarks identified on Schedule A, together with the goodwill of the business symbolized by the trademarks, and the trademark registrations and applications identified on Schedule A, together with the right to file the trademarks in foreign countries (subject, however, to applicable trademark laws in such foreign countries), and the right to recover damages for any past and future acts of infringement, effective as of August 25, 1999.

GTE GOVERNMENT SYSTEMS CORPORATION

Name Ronald B. Spring

Title: Assistant Secretary

TRADEMARK REEL: 001987 FRAME: 0425

## SCHEDULE A

- 1. United States Application No. 75/580,237 for E. & Design
- 2. United States Application No. 75/493,145 for FEDWIRELESS
- 3. United States Registration No. 1,664,554 for GOLDEN EAGLE SERVICES
- 4. United States Registration No. 1,763,535 for QUICKPATH
- 5. United States Application No. 75/493,273 for Star Logo

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**RECORDED: 11/12/1999** 

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