



1.18.00

Re 05/19/00

Form PTO - 1684 1-31- Tab Settings		05-19-2000 		ET Y	U.S. Department of Commerce Patent and Trademark Office
To the Honorable Commis		101362187		and original documents or copy thereof	
1. Name of conveying party(ies):  Tekbilt World Communications, Inc.			2. Name and address of receiving Party Name: <u>Clariti Telecom, Inc.</u> Internal Address: <u>Suite 1300</u> Street Address: <u>1735 Market Street</u> City: <u>Phila</u> State: <u>PA</u> ZIP: <u>19103</u>		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporate - State <u>Pennsylvania</u>		<input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership		<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation - State <u>Pennsylvania</u> <input type="checkbox"/> Other	
<input type="checkbox"/> Other Additional Name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input type="checkbox"/> No					
3. Nature of Conveyance:: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other Execution Date:			If assignee is not domiciled in the United States, attornment representative designation is attached. (Designation must be a separate document from Assignment)  Additional Name(s) and Address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
4. Application number(s) or registration numbers: A. Trademark Application No.(s) <u>75/561,997 75/561,998 75/668,656</u>			B. Trademark registration No.(s)  Not applicable		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Gary J. McCarthy, Esq.</u> Internal Address: <u>Eizen Fineburg &amp; McCarthy</u> <u>Suite 3410</u>  Street Address: <u>2001 Market Street</u> City: <u>Phila</u> State: <u>PA</u> ZIP: <u>19103</u>			6. Total number of applications and registrations involved: <u>Three (3)</u>		
			7. Total fee (37 CFR 3.41): <u>\$120.00</u> \$115.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. 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. Not applicable - original signed documents attached.					
<u>Carl A. Saling, III</u> Name of person signing		Signature		<u>December 21, 1999</u> Date	
Total number of pages comprising cover sheet <u>1</u>					
Do not detach this portion					
Mail documents to be recorded with required cover sheet information to:  02/17/2000 DNGUYEN 00000069 75561997  <div style="display: flex; justify-content: center; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; padding: 5px; margin-right: 10px;">                         40.00 OP 75.00 OP                     </div> <div style="text-align: center;">                         Commissioner of Patents and Trademarks                          Box Assignments                          Washington, D.C. 20211                     </div> </div> Public burden reporting for this sample cover sheet is estimated to average about thirty minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Burden and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20331, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.					

01 FC:481  
02 FC:482

1.18.00

Form PTO - 1684 1-31- Tab Settings	02-17-2000 	ET Y	U.S. Department of Commerce Patent and Trademark Office
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To the Honorable Commission 101269177 and original documents or copy thereof

1. Name of conveying party(ies):  Tekbilt World Communications, Inc.	2. Name and address of receiving Party Name: <u>Clariti Telecom, Inc.</u> Internal Address: <u>Suite 1300</u> Street Address: <u>1735 Market Street</u> City: <u>Phila</u> State: <u>PA</u> ZIP: <u>19103</u>
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<input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporate - State <u>Pennsylvania</u>	<input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation - State <u>Pennsylvania</u> <input type="checkbox"/> Other
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Other  
Additional Name(s) of conveying party(ies) attached  Yes  No

3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other	<input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership	If assignee is not domiciled in the United States, attornment representative designation is attached. (Designation must be a separate document from Assignment)
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Other  
Execution Date: \_\_\_\_\_  
Additional Name(s) and Address(es) attached?  Yes  No

4. Application number(s) or registration numbers: A. Trademark Application No.(s) <u>757561,997</u> <u>75/561,998</u> <u>75/668,656</u>	B. Trademark registration No.(s)  Not applicable
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Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Gary J. McCarthy, Esq.</u> Internal Address: <u>Eizen Fineburg &amp; McCarthy</u> <u>Suite 3410</u>  Street Address: <u>2001 Market Street</u> City: <u>Phila</u> State: <u>PA</u> ZIP: <u>19103</u>	6. Total number of applications and registrations involved: <u>Three (3)</u>  7. Total fee (37 CFR 3.41): <u>\$120.00</u> <del>\$115.00</del> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)
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DO NOT USE THIS SPACE

9. 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. Not applicable - original signed documents attached.

<u>Carl A. Saling, III</u> Name of person signing	_____ Signature	<u>December 21, 1999</u> Date
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Total number of pages comprising cover sheet 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
**02/17/2000 DNGUYEN 00000069 75561997**  
  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20211  
  
Public burden reporting for this sample cover sheet is estimated to average about thirty minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Burden and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20331, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made and entered into as of December 21, 1999, by and between TEKBILT WORLD COMMUNICATIONS, INC., a Pennsylvania corporation, ("Assignor") and CLARITI TELECOM, INC., a Pennsylvania corporation ("Assignee").

WITNESSETH THAT:

WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger (the "Merger Agreement") dated as of December 1, 1999, by and among Clariti Telecommunications International, Ltd., Assignee and Carl A. Saling, III, Assignor;

WHEREAS, Assignor will merge with and into Assignee, under the terms of the Merger Agreement, with Assignee being the surviving corporation;

WHEREAS, upon the effective time of the merger, the separate corporate existence of Assignor will cease and Assignee will automatically be vested with title to all of Assignor's assets, including, but not limited to its trademarks;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark "BIZCARD" (Stylized) (the "Mark"), which trademark is the subject of an application for registration filed with the United States Patent and Trademark Office based on Assignor's prior use of such mark (Serial Number 75/561,997; Filing Date September 14, 1998 (the "Application"));

WHEREAS, Assignee desires to acquire all of Assignor's said rights in the Mark and the Application;

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, (i) all of Assignor's right, title and interest in and to the Mark, all variances thereof and logos used in connection therewith, and any and all goodwill associated with the Mark, including, but not limited to, the right to sue and recover damages for past infringements with respect to the Mark and (ii) all of Assignor's rights in and to the Application, including, but not limited to, the right to receive the Certificate of Registration therefor upon issuance of the same.

TO HAVE AND TO HOLD by Assignee and its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so requested by Assignee, execute and do all things as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed and its seal affixed as of the day and year first above written.

TEKBILT WORLD COMMUNICATIONS, INC.

By: [Signature]  
Name: Carl A. Saling, III  
Title: President

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

COMMONWEALTH OF PENNSYLVANIA     )  
   )  
COUNTY OF PHILADELPHIA             )

On this 21<sup>st</sup> day of December , 1999, before me appeared Carl A. Saling, III, to me personally known, who, being by me duly sworn, did say that he is the President of Tekbilt World Communications, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Carl A. Saling, III acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and Commonwealth aforesaid, the day and year first above written.

[Signature]  
Notary Public

My term expires:

Notarial Seal  
Mary Ellen Malcolm, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires Sept. 30, 2002  
Member, Pennsylvania Association of Notaries

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made and entered into as of December 22, 1999, by and between TEKBIT WORLD COMMUNICATIONS, INC., a Pennsylvania corporation, ("Assignor") and CLARITI TELECOM, INC., a Pennsylvania corporation ("Assignee").

WITNESSETH THAT:

WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger (the "Merger Agreement") dated as of December 1, 1999, by and among Clariti Telecommunications International, Ltd., Assignee and Carl A. Saling, Assignor;

WHEREAS, Assignor will merge with and into Assignee, under the terms of the Merger Agreement, with Assignee being the surviving corporation;

WHEREAS, upon the effective time of the merger, the separate corporate existence of Assignor will cease and Assignee will automatically be vested with title to all of Assignor's assets, including, but not limited to its trademarks;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark "TWC DIRECT" (Stylized) (the "Mark"), which trademark is the subject of an application for registration filed with the United States Patent and Trademark Office based on Assignor's prior use of such mark (Serial Number 75/668,656); Filing Date March 26, 1999 (the "Application");

WHEREAS, Assignee desires to acquire all of Assignor's said rights in the Mark and the Application;

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, (i) all of Assignor's right, title and interest in and to the Mark, all variances thereof and logos used in connection therewith, and any and all goodwill associated with the Mark, including, but not limited to, the right to sue and recover damages for past infringements with respect to the Mark and (ii) all of Assignor's rights in and to the Application, including, but not limited to, the right to receive the Certificate of Registration therefor upon issuance of the same.

TO HAVE AND TO HOLD by Assignee and its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so requested by Assignee, execute and do all things as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed and its seal affixed as of the day and year first above written.

TEKBILT WORLD COMMUNICATIONS, INC.

By: [Signature]  
Name: Carl A. Saling, III  
Title: President

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

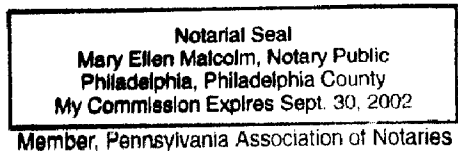
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF PHILADELPHIA )

On this 22 day of December, 1997, before me appeared Carl A. Saling, III, to me personally known, who, being by me duly sworn, did say that he is the President of Tekbilt World Communications, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Carl A. Saling, III acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and Commonwealth aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My term expires:



## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made and entered into as of June 22, 1999 by and between TEKBIT WORLD COMMUNICATIONS, INC., a Pennsylvania corporation, ("Assignor") and CLARITI TELECOM, INC., a Pennsylvania corporation ("Assignee").

WITNESSETH THAT:

WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger (the "Merger Agreement") dated as of December 1, 1999, by and among Clariti Telecommunications International, Ltd., Assignee and Carl A. Saling, III, Assignor;

WHEREAS, Assignor will merge with and into Assignee, under the terms of the Merger Agreement, with Assignee being the surviving corporation;

WHEREAS, upon the effective time of the merger, the separate corporate existence of Assignor will cease and Assignee will automatically be vested with title to all of Assignor's assets, including, but not limited to its trademarks;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark "The Earth Card" (the "Mark"), which trademark is the subject of an application for registration filed with the United States Patent and Trademark Office based on Assignor's prior use of such mark (Serial Number 75/561,998; Filing Date September 14, 1998 (the "Application");

WHEREAS, Assignee desires to acquire all of Assignor's said rights in the Mark and the Application;

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, (i) all of Assignor's right, title and interest in and to the Mark, all variances thereof and logos used in connection therewith, and any and all goodwill associated with the Mark, including, but not limited to, the right to sue and recover damages for past infringements with respect to the Mark and (ii) all of Assignor's rights in and to the Application, including, but not limited to, the right to receive the Certificate of Registration therefor upon issuance of the same.

TO HAVE AND TO HOLD by Assignee and its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so requested by Assignee, execute and do all things as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed and its seal affixed as of the day and year first above written.

TEKBILT WORLD COMMUNICATIONS, INC.

By: [Signature]  
Name: Carl A. Saling, III  
Title: President

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF PHILADELPHIA )

On this 11 day of December, 2001, before me appeared Carl A. Saling, III, to me personally known, who, being by me duly sworn, did say that he is the President of Tekbilt World Communications, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Carl A. Saling, III acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and Commonwealth aforesaid, the day and year first above written.

[Signature]  
Notary Public

My term expires:

Notarial Seal  
Mary Ellen Malcolm, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires Sept. 30, 2002  
Member, Pennsylvania Association of Notaries