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



05-19-2000



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

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

Name

Execution Date
Month Day Year

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

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.)

- ☒ Citizenship/State of Incorporation/Organization

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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

TRADEMARK
REEL: 002075 FRAME: 0703

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

703-218-2100 x2109

Name

Leslye S. Fenton

Address (line 1)

Odin, Feldman & Pittleman, PC

Address (line 2)

9302 Lee Highway, Suite 1100

Address (line 3)

Fairfax, Virginia 22031

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)

2,187,464

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

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.

Leslye S. Fenton

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AGREEMENT

This Agreement is entered as of February 25, 2000, by and between VoiceWeb Corporation, a Delaware corporation ("Owner") and Qwest Communications International Inc, a Delaware corporation ("Assignee") and is effective as of February 10, 2000.

1. Assignment

For the purposes of this Agreement, "Intellectual Property" shall collectively mean: (i) the subject matter referred to in Exhibit A ("Materials"), (ii) all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof and (iii) all copyrights, trade secret rights, trademark rights, mask works rights, sui generis database rights and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing.

Owner hereby assigns to the Assignee exclusively throughout the world the sole right, title and interest (choate or inchoate) in the Intellectual Property.

2. Consideration

This assignment recorded in Section 1 is made in exchange for the consideration stated by the Assignment Agreement. The parties hereby agree that such consideration is sufficient and that such consideration shall be the only consideration required of the Assignee with respect to securing its right, title and interest in the subject matter of this Agreement.

3. Further Assurances; Moral Rights; Competition; Marketing

3.1 Owner agrees to assist the Assignee in every legal way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If the Assignee is unable for any reason whatsoever to secure the Owner's signature to any document it is entitled to under this Section 3.1, Owner hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Owner, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Owner.

3.2 To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights"). To the extent Owner retains any such Moral Rights under applicable law, Owner hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Assignee; Owner agrees not to assert any Moral Rights with respect thereto. Owner will confirm any such ratifications, consents and

agreements from time to time as requested by Assignee.

4. Confidential Information

Owner will not use or disclose anything assigned to the Assignee hereunder or any other technical or business information or plans of the Assignee, except to the extent Owner (i) can document that it is generally available (through no fault of Owner) for use and disclosure by the public without any charge, license or restriction, or (ii) is permitted to use or disclose such information or plans pursuant to a written Agreement by and between Owner and the Assignee. Owner recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Assignee and that the Assignee is entitled to equitable relief (including, without limitations, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

5. Warranty

Owner represents and warrants to the Assignee that the Owner: (i) was the sole owner (other than the Assignee) of all rights, title and interest in the Intellectual Property and the Materials, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or the Materials or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property or the Materials, (v) was not acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 1, and (vi) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

6. Miscellaneous

This Agreement is not assignable or transferable by Owner without the prior written consent of the Assignee; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the Commonwealth of Virginia and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential to the Assignee and no

press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Owner without the Assignee's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules including without limitation for the purpose of recording this assignment in the United States Patent and Trademark Office. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the date first written above.

VOICEWEB CORPORATION("OWNER")

By: [Signature] (SEAL)
Name: Robert Botch
Title: CEO

QWEST COMMUNICATIONS INTERNATIONAL INC. ("ASSIGNEE")

By: [Signature] (SEAL)
Name: Drake S. Tempest
Title: VP & General Counsel

N:\DATA\CLIENT\34277\00630\sfas - assignment agr.wpd

Exhibit A

Interquest

United States Federal Trademark Registration No. 2,187,464

N:\DATA\CLIENT\34277\00630\stas - assignment agr word

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
PERSONAL COMMUNICATIONS INTERACTIVE, INC.
Under Section 805 of the Business Corporation Law.**

The undersigned, being the President and the Assistant Secretary of Personal Communications Interactive, Inc. (the "Corporation"), do hereby certify:

1. The name of the Corporation is Personal Communications Interactive, Inc. The name under which the Corporation was formed is Telescape Communications Corporation.

2. The Certificate of Incorporation of the Corporation was filed by the Department of State on April 2, 1996.

3. Paragraph 1 of the Certificate of Incorporation is hereby amended to change the name of the Corporation to VoiceWeb Corporation. Paragraph 1 shall read in its entirety as follows:

1. The name of the Corporation shall be VoiceWeb Corporation.

4. The foregoing amendment was authorized by unanimous written consent of the Board of Directors of the Corporation, followed by written consent of the holders of a majority of outstanding shares of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 25th day of March, 1999, and affirm that the statements made herein are true under penalties of perjury.



Michael J. Henderson, President



F. L. Wurzburg, Assistant Secretary

APR-06-1999 10:37 UNDERBERG & KESSLER
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: VOICEWEB CORPORATIONDOCUMENT TYPE: CERTIFICATE OF AMENDMENT (DOM. BUSINESS
NAME

COUNTY: MONR

SERVICE COMPANY: ACCELERATED INFORMATION & DOCUMENT FIL SERVICE CODE: 24

FILED:03/31/1999 DURATION:***** CASH#:990331000445 FILM #:990331000432ADDRESS FOR PROCESS
-----REGISTERED AGENT
-----

FILER	FEES		PAYMENTS	
-----	85.00		85.00	-----
KHRISTINE E. PEACOCK, ACCELERATED	FILING	60.00	CASH	0.00
INFORMATION & DOCUMENT FILING, INC.	TAX	0.00	CHECK	0.00
90 STATE STREET, SUITE 836	CERT	0.00	CHARGE	0.00
ALBANY, NY 12207	COPIES	0.00	DRANDOWN	85.00
	HANDLING	25.00	BILLED	0.00
			REFUND	0.00

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04-25-2000

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U.S. Patent & TMO/c/TM Mail Rpt. Dt. #40

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April 24, 2000

Via Express Mail No.: EK156922754US

ATTN: TRADEMARK ASSIGNMENT BRANCH

The Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Re: **United States Patent and Trademark Office
Recordation Form Cover Sheet
Conveying Party: VoiceWeb Corporation
(formerly known as Personal Communications Interactive, Inc.)
Receiving Party: Qwest Communications International Inc.
OF&P Docket No.: 34277-00630**

Dear Sir/Madam:

Enclosed please find the Recordation Form Cover Sheet and change of name document in the above-referenced matter along with a check in the amount of \$40.00 for filing fees.

Kindly forward the Notice of Recordation in this matter to the following address:

Leslye S. Fenton, Esq.
Odin, Feldman & Pittleman, P.C.
9302 Lee Highway, Suite 1100
Fairfax, Virginia 22031

Thank you for your assistance.

Very truly yours,

Kindra P. Devlin
Kindra P. Devlin
Legal Assistant

Enclosures

cc: Leslye S. Fenton, Esq.
Sherri Ronnebaum, Esq.

RECORDED: 04/24/2000

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REEL: 002075 FRAME: 0712