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Expires 06/30/99
OMB 0651-0027

06-06-2000



101374274



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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Winstar Communications, Inc. Execution Date 05042000
Month Day Year

Formerly _____ **74724596**

- 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 Bank of New York, The, as Collateral Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) One Wall Street

Address (line 2) 18th Floor

Address (line 3) New York NY 10286
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization New York chartered banking corporation

TRADEMARK FEE PROCESS.
 RECEIVED
 2000 MAY 15 3 26
 US PATENT & TRADEMARK OFFICE

06/05/2000 JSHABAZZ 00000157 74724596

FOR OFFICE USE ONLY

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

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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: 002086 FRAME: 0343

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="74724596"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="74586777"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="74586766"/>	<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

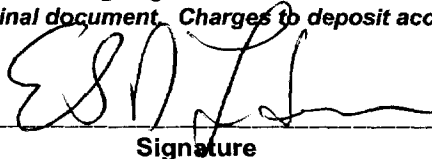
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Erik Lindauer, Esq.
Name of Person Signing


Signature

May 12, 2000
Date Signed

TRADEMARK ASSIGNMENT


FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WINSTAR COMMUNICATIONS, INC., a Delaware corporation (the "*Assignor*"), hereby sells, assigns, transfers and sets over to The Bank of New York, as agent for the lenders or other financial institutions or entities party, as lenders, to the Credit Agreement referred to below (the "*Assignee*"), a first priority security interest in all of the right, title and interest, whether now owned or hereafter acquired or possessed by the Assignor, in and to all trademarks and registrations therefor listed on Annex A hereto which are owned in whole or in part by the Assignor and in and to all beneficial interests in and goodwill associated with such trademarks (all of the foregoing, collectively, the "*Trademark Collateral*").

This Assignment is also subject to the terms and conditions of the Revolving Credit and Term Loan Agreement, dated as of May 4, 2000, among the Assignor, WCI Capital Corp., certain subsidiaries of the Assignor, certain arrangers, agents, lenders and the Assignee (as the same may from time to time be amended, supplemented, or otherwise modified, the "*Credit Agreement*") and the Pledge and Security Agreement, dated as of May 4, 2000, between the Assignor, WCI Capital Corp., certain subsidiaries of the Assignor and Assignee (as the same may from time to time be amended, supplemented or otherwise modified, the "*Security Agreement*").

This Assignment is made as collateral security for all Secured Obligations (as such term is defined in the Security Agreement). All the right, title and interest of the Assignor in, to and under the Trademark Collateral shall from the date hereof constitute part of the Collateral (as such term is defined in the Security Agreement) for all purposes of the Security Agreement. This Assignment shall terminate upon the indefeasible payment in full of the Secured Obligations. Assignee shall execute such documents and take such actions as may be reasonably required to release the Collateral assigned hereby upon such payment in full.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of May 4, 2000.

WINSTAR COMMUNICATIONS, INC.

By: 

Name:

Title: Frederic E. Rubin
Senior Vice President, Treasurer

LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK
AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR
TRADEMARK AND SERVICE MARK REGISTRATIONS

TRADEMARK AND SERVICE MARK REGISTRATIONS

<u>Mark</u>	<u>Registration or Series No.</u>	<u>Registration or Filing Date</u>	<u>Status</u>
Winstar	74-724596		Registered
Winstar	74-586777		Registered
Winstar	74-586766		Registered