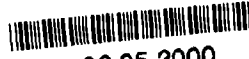


07-19-2000

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RECORD
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06-05-2000



101408138

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #91

original document(s) or copy(ies).

TO: The Commissioner of Patents and Tradem

Submission Type

- New *MFD 6.5.0*
- 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
3-31-99
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name GTI Telecom Execution Date
Month Day Year
3-31-99

Formerly _____

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

Other _____

Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name AT&T Corp.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 32 Avenue of the Americas

Address (line 2) _____

Address (line 3) New York NY 10013-2412

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization New York

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.)

07/17/2000

01 FC:481
02 FC:482

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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

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)

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<input type="text"/>	<input type="text"/>	<input type="text"/>

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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.

Name of Person Signing

Signature

Date Signed

THIS CONFIRMATION OF ASSIGNMENT, dated as of March 31, 1999, is by and among SmarTalk TeleServices, Inc., a California corporation (the "Company"), certain subsidiaries of the Company set forth on the signature pages hereto (collectively, with the Company, "Sellers"), and AT&T Corp., a New York corporation (together with AT&T PrePaid Card Company and AT&T PrePaid Card (UK), its designated affiliates, "Buyers").

WHEREAS, the Sellers wished to transfer and assign to Buyers, and the Buyers wished to acquire from the Sellers, all of the Sellers' rights, title and interest in and to substantially all the intellectual property of the Sellers as set forth in and pursuant to an Asset Purchase Agreement by and among the Sellers and AT&T Corp. dated as of January 19, 1999, as amended;

WHEREAS, in accordance therewith, Sellers executed one or more Bills of Sale and Assignment dated as of March 31, 1999 (the "Bills of Sale and Assignment") selling, assigning, transferring, granting, conveying and delivering to Buyer all of the Sellers' rights, title and interest in and to certain intellectual property of the Sellers, (but not including that intellectual property and trade marks assigned by way of agreements between SmarTalk TeleServices UK Limited and AT&T Prepaid Card (UK) delivered on or about the date hereof) (the "Intellectual Property"), including, not in limitation of the generality of the assignment, the trademark applications and registrations (and all of the good will associated therewith), copyright applications and registrations, and the patents and patent applications, set forth in Schedule A;

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties recite, confirm and further agree that, the Bills of Sale and Assignment included (but were not limited to) the following transfer of rights:

Section 1. Assignment. Sellers assign, convey, sell, transfer and deliver to Buyers, and Buyers purchase, acquire, accept and pay for, all of the rights, title and interest of Sellers in the Intellectual Property and all rights thereunder or in respect thereof, including but not limited to: rights to sue and collect for and remedies against past, present and future infringements thereof; rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof; any common law rights in the Intellectual Property; all of the goodwill of the business associated with the names, marks, trade names, trademarks, trade dress and service marks, and right to use such, of the Intellectual Property; any renewals or extensions of the copyrights of the Intellectual Property; any moral rights associated with the copyrights of the Intellectual Property; the inventions associated with the patents of the Intellectual Property; and the exclusive right to grant licenses under the Intellectual Property.

Section 2. Execution of Documents. Sellers agree that, upon request by any Buyer that Sellers will, at any time and without charge to Buyers but at Buyers' expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to the Intellectual Property in the appropriate Buyer, to the extent not already so

vested, including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining the inventions, marks and copyrights and associated with the patents, registrations and applications set forth in Schedule A in any and all countries and for vesting title thereto in the appropriate Buyer, to the extent not already so vested.

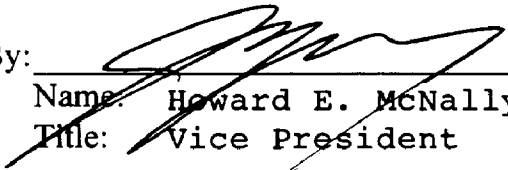
Section 3. Successors and Assigns. This Confirmation of Assignment shall inure to the benefit of and be binding upon respective successors and assigns of the parties hereto but no such assignment shall relieve a party of its obligations hereunder.

Section 4. Governing Law. This Confirmation of Assignment shall be governed by the laws of the State of New York, without regard to the conflict of laws principles thereof which would require the application of the law of any other state.

Section 5. Counterparts. This agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed as of the day and year as written above.

AT&T CORP.

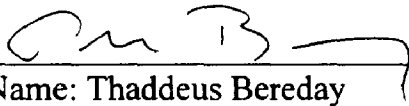
By: 
Name: Howard E. McNally
Title: Vice President

[Signature Page to IP Confirmation Assignment]

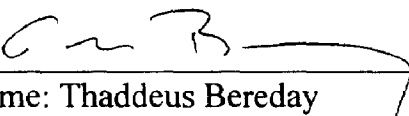
TRADEMARK
REEL: 002104 FRAME: 0825

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on behalf of each Certifying Entity this 31 day of March, 1999.

ConQuest Communications Corp.
ConQuest Long Distance Corp.
ConQuest Operator Services, Corp.
ConQuest Operator Services (U.K.) Ltd.
ConQuest Telecommunication Services Corp.
CQ Operator Services, L.P.
Creative Network Marketing, Inc.
CTN Interactive, Inc.
GTI Telecom, Inc.
SmarTalk Acquisition Corp.
SmarTalk Canada Inc. (successor in interest to
Canada Telecom Network Inc.)
SmarTalk (Delaware) Corporation
SmarTalk Holdings Corporation
SmarTalk Investment Corporation
SmarTalk TeleServices (U.K.) Ltd.
SmarTalk USPS Sales Co.
SmarTel Communications Inc.
SmarTel Communications of Virginia, Inc.
SmarTel, Inc.
SmarTel International, Inc.
SMTK Acquisition Corp.
SMTK Acquisition Corp. III
SMTK NY-1 Corp.
USA Telecommunications Services, Inc.
Worldwide Direct, Inc.

By: 
Name: Thaddeus Bereday
Title: Secretary

SmarTalk TeleServices, Inc.

By: 
Name: Thaddeus Bereday
Title: Assistant Secretary

[Signature Page to IP Confirmation Assignment]

SCHEDULE A

SmarTalk Teleservices Trademarks

UNITED STATES FEDERAL TRADEMARK AND SERVICE MARK REGISTRATIONS AND PENDING APPLICATIONS

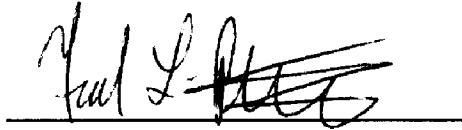
Trademark	Status	In the name of	Registration No. (Application No.)	Registration Date (Filing Date)	Country
AMCI	Registered	Conquest Telecom.	2070170	6/10/97	USA
CELTICKET	Registered	USA Telecom.	2081136	07/22/97	USA
CONQUEST	Registered	Conquest Telecom.	1831580	04/19/94	USA
CQ & DESIGN	Registered	Conquest Telecom.	2031364	01/21/97	USA
CQ CONQUEST LIMITED EDITION COLLECTOR'S SERIES	Registered	Conquest Telecom.	2117171	12/2/97	USA
CQ TALK! LIMITED EDITION COLLECTOR'S SERIES	Registered	Conquest Telecom.	2141662	3/10/98	USA
CQ TALK!	Registered	Conquest Telecom.	1964514	03/26/96	USA
DEBIT CELLULAR NETWORK	Registered	USA Telecom.	2004816	10/01/96	USA
DESIGN ONLY	Registered	Conquest Telecom.	1901380	6/20/95	USA
INSTANT LONG DISTANCE FOR LESS	Registered	Conquest Telecom.	2082691	7/29/97	USA
GTI	Registered	GTI Telecom	1955513	02/13/96	USA
GTI TELECOM TELECARD	Registered	GTI Telecom	1955562	02/13/96	USA
GTI Words and Design	Registered	GTI Telecom	1955514	02/13/96	USA
KEEP THE CHANGE! (Supplemental)	Registered	GTI Telecom	2009161	10/15/96	USA
OCCASIONAL REMINDERS	Registered	Conquest Telecom.	1993904	08/13/96	USA
PHILATELECARD	Registered	Conquest Telecom.	1949044	1/16/96	USA
PREPAID PHONE CARDS... A GIFT THAT GOES A LONG DISTANCE	Pending	SmarTalk	(75/550,675)	(9/10/98)	USA

Trademark	Status	In the name of	Registration No. (Application No.)	Registration Date (Filing Date)	Country
PREPAID PHONE CARDS... A GIFT THAT GOES A LONG DISTANCE	Pending	SmarTalk	(75/550,676)	(9/10/98)	USA
PRONTO!	Pending	Frontier Corp.	(75/320,608)	(6/16/97)	USA
PRONTO! CALL THE WORLD	Pending	SmarTalk	(75/550,683)	(9/10/98)	USA
PRONTO! CALL THE WORLD	Pending	SmarTalk	(75/550,682)	(9/10/98)	USA
SMARTCELL	Pending	SmarTalk	(75/299044)	(05/28/97)	USA
SMARTEL and Design	Registered	Smartel Comm.	1909963	08/08/95	USA
SMARTALK and Design	Pending	SmarTalk	(75/533623)	(08/10/98)	USA
SMARTALK and Design	Pending	SmarTalk	(75/535830)	(08/13/98)	USA
SMARTOUCH	Pending	SmarTalk	(75/272,695)	(4/10/97)	USA
SMARTSWIPE	Registered	SmarTalk	2106431	4/4/96	USA
WIRES DESIGN (Supplemental)	Registered	Conquest Telecom.	1901380	06/20/95	USA
WORLDWIDE DIRECT	Pending	Worldwide Direct	(75/333,438)	(7/31/97)	USA
W WORLDWIDE DIRECT and Design	Pending	Worldwide Direct	(75/333,439)	(7/31/97)	USA

CERTIFICATION OF FRANK L. POLITANO

I, Frank L. Politano, Assistant Secretary and General Trademark Counsel of AT&T Corp., do hereby certify that the annexed Confirmation of Assignment from SmarTalk TeleServices, Inc. and its subsidiaries to AT&T Corp. is a true and complete copy of the original which was executed by the conveying parties on March 31, 1999.

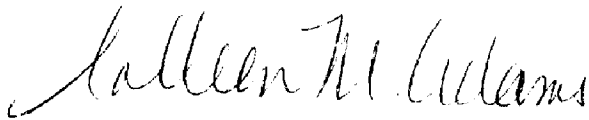
Frank L. Politano



Dated: June 2, 2000

Notarial Acknowledgment:

Sworn to and subscribed
before me this
2nd day of June, 2000



COLLEEN M. ADAMS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/15/2004