

07-24-2000

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

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

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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 # 101269177
- 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

Execution Date
Month Day Year

Name Tekbilt World Communications, Inc.

12.22.99

Formerly _____

75668656

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

Other _____

Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name CLARITI Telecom, Inc.

DBA/KA/TA _____

Composed of _____

Address (line 1) _____

Address (line 2) 55 Hawk Road

Address (line 3) Warminster

PA

18974

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

Corporation

Association

Other _____

Citizenship/State of Incorporation/Organization _____

Pennsylvania

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.)

07/21/2000 ASCD TT 00000049 75668656

FOR OFFICE USE ONLY

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40.00 DR

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: 002108 FRAME: 0663

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)

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

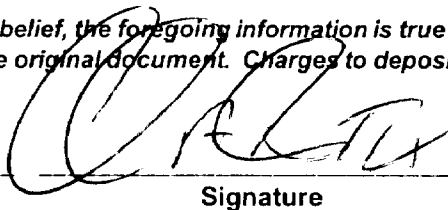
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Carl Saling
Name of Person Signing


Signature

6/21/00
Date Signed

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made and entered into as of December 22, 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, 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 23 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.

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