

11-03-2000



101504190

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 *10-25-00*

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

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

FOR OFFICE USE ONLY

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: 002167 FRAME: 0148

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

<input type="text" value="1967759"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1966219"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Ken Kerr - Attorney

10/20/2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made this 17th day of October, 2000 by and between PhoneTel Technologies, Inc., an Ohio corporation with its principal place of business at 1101 Lakeside Avenue, Seventh Floor, Cleveland, Ohio 44114 ("Assignor") and Dobson Cellular Systems, Inc., an Oklahoma corporation with its principal place of business at 13439 N. Broadway Extension, Suite 200, Oklahoma City, OK 72115 ("Assignee").

RECITALS

A. Assignor, successor by merger to Public Telephone Corporation is the owner of that certain trademark "TALK USA" and federal registration No. 1967759 issued April 16, 1996 by the United States Patent and Trademark Office for the use of "TALK USA" in connection with long distance telephone communication services, and that certain trademark "1-800-TALK USA" and federal registration No. 1966219 issued April 9, 1996, by the United States Patent and Trademark Office for the use of "1-800-TALK USA" in connection with long distance telecommunications services (collectively, the "Trademarks").

B. Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademarks and all of the goodwill of Assignor's business associated with the Trademarks, and to use the Trademarks in connection with substantially similar services, including cellular telephone services. Assignor is willing to sell Assignee the Trademarks and associated goodwill upon the terms and subject to the conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements of the parties set forth below, the parties hereby agree as follows:

1. Upon receipt of the Purchase Price described in Section 2 below, Assignor shall assign to Assignee all right, title and interest held by Assignor in and to the Trademarks and Assignor's United States trademark registrations covering the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, including Assignor's right, if any, to use the telephone number of "1-800-8255872" that corresponds to the trademark of "1-800-TALK USA. The assignment of the Trademarks and associated goodwill to Assignee shall be effective upon receipt by Assignor of the Purchase Price and a countersigned copy of this Assignment without further action by either of the parties.

2. In consideration of this Assignment, Assignee shall pay to Assignor forty thousand dollars (\$45,000) (the "Purchase Price"). Assignee shall deliver the Purchase Price to Assignor by bank check to Assignor's principal place of business.

3. After the Assignment becomes effective, Assignor agrees that Assignor shall not take any action to interfere with or prevent the free and unfettered use or registration of the Trademarks by Assignee.

4. Assignor hereby makes the following representations and warranties:

a. Assignor has not filed any other application to register the Trademarks in any jurisdiction, other than the herein described federal registration by the United States Patent and Trademark Office.

b. Assignor has good title to the Trademarks, and Assignor's United States trademark registrations covering the Trademarks, free and clear of all liens and encumbrances.

c. Assignor has not assigned, licensed, or in any way granted a license or permission for anyone to use the Trademarks.

d. Assignor has no knowledge of any allegations of infringement by the Trademarks on any other trademarks, including any knowledge of threatened or pending lawsuits.

e. Assignor has no knowledge of any infringements on the Trademarks.

5. Assignor agrees to allow Assignee to record this Assignment with the United States Patent and Trademark Office. Assignor and Assignee hereby agree to execute and deliver such documents and to take such other action as may be necessary or proper evidence this Assignment. Assignee shall bear the costs of such additional documentation or actions that may be required of Assignor.

6. This Assignment contains the entire agreement between the parties with respect to the subject matter, and the Assignment may not be amended or modified except in a writing signed by both parties.

7. This Assignment constitutes a contract made under the laws of the State of Ohio, and shall be interpreted and construed in accordance with such laws as if this Assignment were made by residents of the State of Ohio and to be performed wholly within the State of Ohio. The state and federal courts located in Ohio shall have exclusive jurisdiction over any dispute arising under or related to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first set forth above.

ASSIGNOR: PhoneTel Technologies, Inc.

By: John D. Chichester
John D. Chichester
President and Chief Executive Officer

ASSIGNEE: Dobson Cellular Systems, Inc.

By: Ronald C. Ripley
Name: Ronald C. Ripley
Title: Vice President