

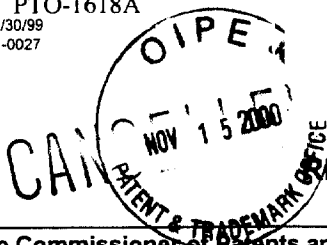
03-27-2001

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

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



101624244



8/3/2000

### 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  
04 07 00

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name World Access, Inc.

05 29 00

Formerly \_\_\_\_\_

- 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 BATM Advanced Communications Limited

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 22 Hamelaha Street, Building 4

Address (line 2) Cable Industrial Park, P.O. B 11387

Address (line 3) Ros Ha'ayn 48091 Israel

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Israeli

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.)

FOR OFFICE USE ONLY

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02 FC:482

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 information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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1345  
Total:

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REEL: 002216 FRAME: 0116

**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**

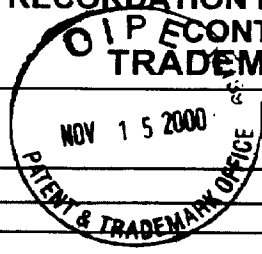
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

John M. McCafferty  
Name of Person Signing

John M. McCafferty  
Signature

7/31/00  
Date Signed

RECORDATION FORM COVER SHEET  
OIP CONTINUATION  
TRADEMARKS ONLY



**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Name

Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional 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

Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s)**

**Registration Number(s)**

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**ASSIGNMENT OF OWNERSHIP IN PATENTS, TRADEMARKS  
AND COPYRIGHTS**

**THIS AGREEMENT**, entered this 7<sup>th</sup> day of April, 2000 (the "Effective Date"), by and between World Access, Inc., a Delaware corporation having its principal place of business in Atlanta, Georgia ("Assignor") and BATM Advanced Communications Limited, an Israeli corporation having its principal place of business in Ros Ha'ayn, Israel ("Assignee").

**WHEREAS**, pursuant to that Stock Purchase Agreement between the parties with an effective date of February 2, 2000, the parties desire to effect the transfer from Assignor to Assignee of all right, title and interest of Assignor in that intellectual property described below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ASSIGNMENT OF ALL PATENTS**

1.1 Assignor hereby sells, assigns, transfers and sets over, to Assignee, its lawful successors and assigns, Assignor's entire right, title and interest in and to the U.S. Patents listed on Schedule A (the "Patents"), the inventions claimed therein, any other patent applications directed to the inventions, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for the inventions in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said inventions in any foreign countries; and Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

1.2 Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, that it will take all action and execute all documents necessary to perfect the interest assigned hereby and that it has not executed, and will not execute, any agreement in conflict herewith.

1.3 Assignor hereby further covenants and agrees that it will communicate to Assignee any facts known to Assignor, its officers and employees respecting the inventions, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers that may be necessary or desirable to perfect the title to the inventions in Assignee, its successors and assigns, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for the inventions in all countries.

**ARTICLE II - ASSIGNMENT OF ALL TRADEMARKS**

2.1 Assignor hereby assigns irrevocably and in perpetuity to the Assignee any and all right, title and interest Assignor has in and to the trademarks, service marks, trade names, and all other intellectual property rights associated with the marks listed on Schedule B, any and all common law rights in the foregoing, and all goodwill associated therewith (the "Marks"). By executing this assignment, Assignor hereby waives and releases any and all rights that Assignor may have in such Marks and further

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**TRADEMARK  
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acknowledges and agrees that Assignor has no claims against nor will Assignor assert any claims against the Assignee, its affiliates, officers, directors, agents, employees, and attorneys with respect to the Marks or any use of the Marks. Additionally, Assignor represents and warrants that the Assignor has not assigned or attempted to assign any rights in and to the Marks to any party other than Assignee.

2.2 Assignor hereby assigns to Assignee all unsatisfied claims for damages by reason of past infringement of said trademark, with the right to sue for such damages and collect the same for its own use and benefit and for the use and benefit of its successors, assignees or other legal representatives.

### **ARTICLE III - FURTHER ASSURANCES**

3.1 At any time and from time to time from and after the execution of this Assignment, Assignor will, at the request of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments and other documents and perform or cause to be performed such acts and provide such information, as may reasonably be required, to evidence or effectuate the purpose of this Assignment by Assignor to Assignee of any and all right, title and interest in and to the intellectual property assigned hereunder.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties have hereunto set their hand by their duly authorized agents.

WORLD ACCESS, INC., as Assignor

By: MA Gergel  
Print Name: MARK A Gergel  
Title: Executive Vice President

Before me this 7<sup>th</sup> day of April, 2000, personally appeared MARK A. Gergel, known to me to be the person who executed the foregoing Assignment on behalf of World Access, Inc. and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

Annette Tripp  
Notary Public

[Signatures continued on next page]

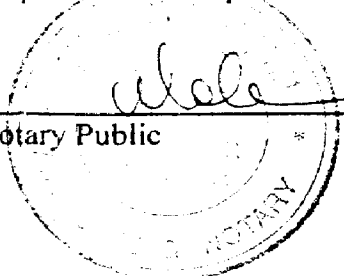


BATM ADVANCED COMMUNICATIONS LIMITED,  
as Assignee

By: Cyril  
Print Name: OFER BAR-NER  
Title: CEO

Before me this 25<sup>th</sup> day of ~~April~~<sup>May</sup>, 2000, personally appeared OFER BAR-NER, known to me to be the person who executed the foregoing Assignment on behalf of BATM Advanced Communications Limited, and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

[Signature]  
Notary Public

A circular notary seal for a Notary Public. The seal contains the text "NOTARY PUBLIC" around the perimeter. In the center, there is a signature that appears to be "Cyril".

AUTHENTICATION OF SIGNATURE

=====

אימות חתימה

=====

I the undersigned, Arthur Moher, Adv.

Notary at Tel-Aviv, Israel

hereby certify that on 29/5/00  
appeared before me Mr. Ofer Bar-Ner

whose identity was proved to me by I.D.  
No. 058748252 issued by Ministry of  
Interior  
on 30.6.89

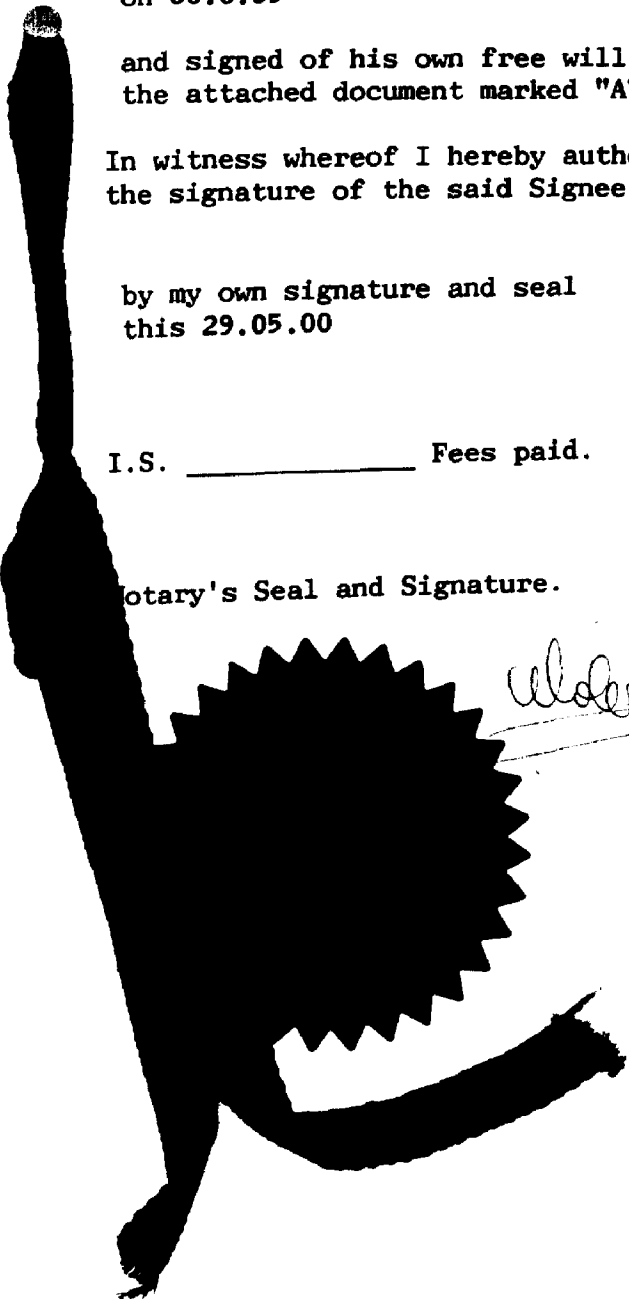
and signed of his own free will on  
the attached document marked "A"

In witness whereof I hereby authenticate  
the signature of the said Signee.

by my own signature and seal  
this 29.05.00

I.S. \_\_\_\_\_ Fees paid.

Notary's Seal and Signature.



*Handwritten signature*

אני הח"מ, ארתור מוהר, עו"ד

נוטריון בתל-אביב, ישראל

מאשר כי ביום 29.05.00  
ניצב לפני במשרדי  
מר עפר בר-נר

שזהותו הוכחה לי ע"י ת.ז.  
מס' 058748252  
שניתנה מאת משרד הפנים  
ביום 30.6.89

וחתם מרצונו החופשי על המסמך  
המצורף והמסומן באות א'

ולראיה הנני מאמת את חתימת  
החותם הנ"ל

בחתימת ידי ובחותמי, היום 29.05.00

שכר בסך \_\_\_\_\_ שקל שולם.

חתימה חותם הנוטריון