

04-10-2001



101658505 SHEET  
**TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

3-20-01

**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  
Effective Date  
Month Day Year \_\_\_\_\_

Merger

Change of Name

Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Name HARVARDNET, INC. Execution Date  
Month Day Year 03/13/2001

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 HNI ACQUISITION, INC.

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

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

Address (line 1) 700 E. Butterfield Road

Address (line 2) Suite 400

Address (line 3) Lombard Illinois 60148  
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 Delaware

04/10/2001 DBYRNE 00000036 7592937E

01 FC:481 40.00 OP

02 FC:482 175.00 OP

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

**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.

Barton Zedd

3.20.01

Name of Person Signing

Signature

Date Signed

## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made and entered into as of this 13th day of March, 2001 ("Effective Date"), by and between HarvardNet, Inc., a Delaware corporation ("Assignor"), and HNI Acquisition, Inc., a Delaware corporation, having an office at 700 E. Butterfield Rd., Suite 400, Lombard, IL 60148 ("Assignee").

WHEREAS, pursuant to that certain Foreclosure Agreement dated as of February 17, 2001 (the "Foreclosure Agreement") by and among Assignor, Assignee, Cisco Systems Capital Corporation, a Nevada corporation ("Cisco") and Allegiance Telecom, Inc., a Delaware corporation, Assignee is acquiring Assignor's right, title and interest in certain assets of the Assignor, including all of Assignor's right, title and interest in and to the United States trademark registrations and the United States applications for trademark registration, as identified and set forth on Schedule A attached hereto and made a part hereof (collectively, the "Marks"), and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby assign, transfer and set over to Assignee the entire right, title and interest of Assignor in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. To the extent any of the Marks are registered under the laws of the United States or elsewhere, Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States or countries outside the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Except for those representations and warranties set forth in the Foreclosure Agreement, Assignee agrees that the Marks are transferred without any warranties or representations of any kind, express or implied, including any warranties as to merchantability or fitness for use or

sale or for any particular purpose, and that Assignor and its agents have made no representation, warranty, statement of fact, description, or expression of opinion of any kind to Assignee with regard to the Marks, except as stated in the Foreclosure Agreement, and are not now and were not heretofore under any duty to do so.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark and trade/assumed name protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (iv) in the implementation, recordation or perfection of this Assignment.

\* \* \* \* \*

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized this 12<sup>th</sup> day of March, 2001.

**HARVARDNET, INC.**

By: Mark Washburn  
Name: Mark Washburn  
Title: President and Chief Executive Officer

**HNI ACQUISITION, INC.**

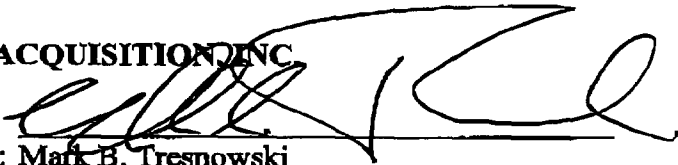
By: \_\_\_\_\_  
Name: Mark B. Tresnowski  
Title: Senior Vice President, General Counsel & Secretary

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized this 12<sup>th</sup> day of March, 2001.

**HARVARDNET, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HNI ACQUISITION INC**

By:   
Name: Mark B. Tresnowski  
Title: Senior Vice President, General Counsel & Secretary

Commonwealth of Massachusetts

~~STATE OF MASSACHUSETTS~~ )  
 ) SS.  
COUNTY OF Suffolk )

On this 13<sup>th</sup> day of March, 2001, there appeared before me Mark M. Washburn  
CEO, personally known to me, who acknowledged that he/she signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
HarvardNet, Inc.



[Signature]  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_\_\_ day of March, 2001, there appeared before me \_\_\_\_\_  
\_\_\_\_\_, personally known to me, who acknowledged that he/she signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HNI  
Acquisition, Inc.

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_\_\_ day of March, 2001, there appeared before me \_\_\_\_\_  
\_\_\_\_\_, personally known to me, who acknowledged that he/she signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
HarvardNet, Inc.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DU PAGE )

On this 12th day of March, 2001, there appeared before me Mark B.  
Tresnowski, personally known to me, who acknowledged that he/she signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HNI  
Acquisition, Inc.

Faith A. Mantooth  
Notary Public





SCHEDULE A

Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BUSINESSSPEED	2,417,217	1/2/2001
BUSINESSSPEED	2,417,216	1/2/2001

Federal Trademark Applications

<u>Mark</u>	<u>Class</u>	<u>Date Filed</u>	<u>Serial No.</u>
BUSINESSBACKUP	Int'l: 39, 42 U.S.: 100,101,105	2/25/2000	75-929,372
INTERNET@BUSINESSSPEED	Int'l: 42 U.S.: 100,101	8/17/99	75-777,497
INTERNET@BUSINESSSPEED	Int'l: 38 U.S.: 100,101,104	8/17/99	75-777,950
MXP	Int'l: 42 T&T Int'l: 38 U.S.: 100,101, 104	8/17/99	75-777,863
HARVARDNET	Int'l: 38 U.S.: 100,101,104	4/30/99	75-696,492
HARVARDNET	Int'l: 42 U.S.: 100,101	4/30/99	75-694,346

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner of Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, D. C. 20231

**"EXPRESS MAIL" CERTIFICATE OF MAILING**

"Express Mail" label number: EL168013861US  
Date of Deposit: March 20, 2001

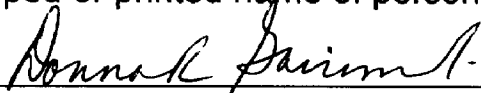
I hereby certify that the following attached paper or fee:

Recordation Cover Sheet, Trademarks Only, executed 3/13/2001  
Trademark Assignment from HarvardNet, Inc. to HNI Acquisition, Inc.,  
Schedule A, check for \$215.00 and return receipt postcard for recording  
against U.S. Reg. No. 2417217 and 7 additional  
trademark registrations and applications.

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENTS, Washington, D. C. 20231.

Donna R. Gasiorowski

(Typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)

Ref: 36598-22