



10-11-2001

U.S. Patent & TMOs/TM Mail Rpt Dt 411

10-24-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): nTelecom Holdings, Inc. 10/11/01
Individual(s) Association General Partnership Limited Partnership
[X] Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: ACI Communications, Inc.
Internal Address:
Street Address: 190 S. LaSalle Street
City: Chicago State: IL Zip: 60603
Individual(s) citizenship Association General Partnership Limited Partnership
[X] Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
[X] Assignment Merger Security Agreement Change of Name Other
Execution Date:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75-534102 75-534101
B. Trademark Registration No.(s) 1,702,055 2,345,245 2,026,471
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sidley Austin Brown & Wood
Internal Address: Attn: Kim Bernstein
Street Address: 555 W. Fifth Street 40th Floor
City: Los Angeles State: CA Zip: 90013

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$ 140.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Kim Bernstein
Name of Person Signing

Kim Bernstein
Signature

October 10, 2001
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 2, 2001 ("Effective Date") by and between nTelecom Holdings, Inc., a Delaware corporation, with its principal office at 9255 Corbin Avenue, Northridge, California 91324 ("Assignor"), and ACI Communications, Inc., a Delaware corporation, with its principal office at 190 S. LaSalle Street, Chicago, Illinois 60603 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 25, 2001, as amended as of July 27, 2001, by and among OAN Services, Inc., OAN Services of Florida, Inc., and Assignor and Assignee (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the unregistered trademarks set forth on Schedule C attached hereto and the trade names, assumed names and Internet domain names set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights, including without limitation, rights of publication, reproduction, display, and transmission, that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own full and complete use and enjoyment, and for the full and complete 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 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 full and complete use and enjoyment and for the full and complete use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned

herein); and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

nTELECOM HOLDINGS, INC.

ACI COMMUNICATIONS, INC.

By: _____

Name:

Title:

By: _____

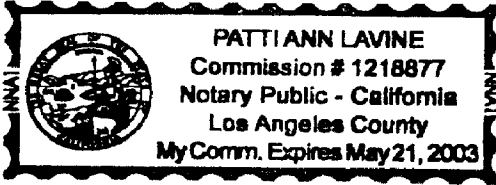
Name:

Title:

Michael Lubetz
Name: *Michael Lubetz*
Title: *President*

STATE OF *California*)
) SS.
COUNTY OF *Los Angeles*)

On this 15th day of August 2001, there appeared before me Michael Lubetz, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of ACI Communications.



Patti Ann Lavine

Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____.

Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

nTELECOM HOLDINGS, INC.

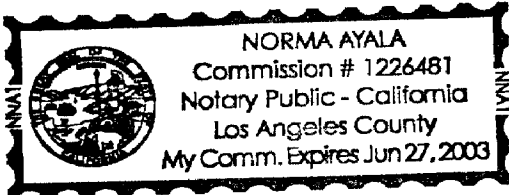
ACI COMMUNICATIONS, INC.

By: *[Signature]*
Name: HARVEY M. BERG
Title: President

By: _____
Name: _____
Title: _____

STATE OF California)
COUNTY OF Los Angeles) SS.

On this 1 day of August 2001, there appeared before me Harvey Berg, personally ~~known to me~~, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on ~~behalf and with full authority~~ of _____.



[Signature]
Notary Public

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____.

Notary Public

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1,702,055	July 21, 1992	OAN (& design)
2,026,471	December 31, 1996	PROACT
2,345,245	April 25, 2000	OAN

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
75-534102	July 27, 1998	PROACT BUSINESS MANAGEMENT SYSTEM
75-534101	July 27, 1998	PROACT (& design - new logo)

SCHEDULE C
UNREGISTERED TRADEMARKS

None

C-1

SCHEDULE D

**TRADE NAMES, ASSUMED NAMES AND
INTERNET DOMAIN NAMES**

None

D-1

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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nTelecom Holdings, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: ACI Communications, Inc.
Internal
Address: _____
Street Address: 190 S. LaSalle Street
City: Chicago State: IL Zip: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
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3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

4. Application number(s) or registration number(s):

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75-534102
75-534101

B. Trademark Registration No.(s)
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2,026,471

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Kim Bernstein Kim Bernstein October 10, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

SIDLEY AUSTIN BROWN & WOOD
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

D

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FACSIMILE 213 896 6600
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SHANGHAI
SINGAPORE
TOKYO

WRITER'S DIRECT NUMBER
(213) 896-6769

WRITER'S E-MAIL ADDRESS
kbernstein@sidley.com

October 10, 2001

By Federal Express

FEE
Box Assignments
Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202



10-11-2001
U.S. Patent & TMOt/TM Mail Flapt Dt 411

Re: One Trademark Assignment

Ladies and Gentlemen:

Enclosed for recordation with your office today is one Trademark Assignment, with respect to two trademark applications and three registered trademarks, from nTelecom Holdings, Inc. to ACI Communications, Inc. Attached to the Assignment are an original and a duplicate copy of the Trademark Recordation Form Cover Sheet, a check in the amount of \$140 to cover the filing fee and a postcard that describes the Assignment.

Kindly indicate receipt of the Assignment for recordation by file-stamping as "received" the enclosed self-addressed, postage-paid postcard and return the same to me.

If you have any questions, please telephone me at 213-896-6769 or Michael Gould, Esq. at 213-896-6012.

Thank you.

With kind regards,

Kimberly A. Bernstein
Legal Assistant

Enclosures

cc w/Enclosures: Michael Gould, Esq.

LA1 378185v1

LM

RECORDED: 10/11/2001

TRADEMARK
REEL: 002388 FRAME: 0378