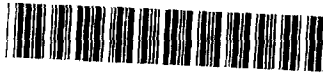


12-07-2001



Tab settings

To the Honorable Commissioner of F.

101909297

original documents or copy thereof.

1. Name of conveying party(ies):  
British Telecommunications plc

12.7.01

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other United Kingdom Public Limited Company

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: January 5, 2001

2. Name and address of receiving party(ies)  
Name: Stratos Global Limited  
Internal Address: 6th Floor  
Street Address: 3 Finsbury Square  
Moorgate, London EC2A 1AE  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Private Limited Company-United Kingdom

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

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

A. Trademark Application No.(s)  
75/831,362  
75/610,249

B. Trademark Registration No.(s)  
1,782,233  
1,604,061

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Stephanie Morris Carmody  
Internal Address: Steptoe & Johnson LLP  
Street Address: 1330 Connecticut Ave., N.W.  
City: Washington State: DC Zip: 20036

7. Total fee (37 CFR 3.41)..... \$ 115.00  
 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.

Stephanie Morris Carmody      Stephanie Morris Carmody      November 14, 2001  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 20

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

12/10/2001 GTOM11 00000061 75831362

01 FC:481 40.00 OP  
02 FC:482 75.00 OP


**DESIGNATION OF DOMESTIC REPRESENTATIVE**

**Marks:** C-SAT Registration No. 1,782,233  
SKYPHONE, Registration No. 1,604,061  
SATELAN Application Serial No. 75/831,362  
SKYPHONE MOBILE CONNECT Application Serial No. 75/610,249

**Name of Assignor:** BRITISH TELECOMMUNICATIONS PLC  
**Name of Assignee:** STRATOS GLOBAL LIMITED

Stratos Global Limited hereby appoints Stephanie Morris Carmody, Alfred M. Mamlet, Sharon H. Schick and Marc Paul of Steptoe & Johnson LLP, 1330 Connecticut Avenue, N.W., Washington, DC 20036 (telephone number 202-429-3000), as its domestic representatives on whom may be served notices or process in proceedings affecting the marks, including the recordation of the assignment of the above-referenced pending applications and registrations.

**STRATOS GLOBAL LIMITED**

BY:  \_\_\_\_\_

Name: Carmen Lloyd

Title: President & CEO

Date: 11/9/01

Telephone No.: 301-214-2234

**Schedule 3 Part 2**

**DATED 05 January 2001**~~2000~~

- (1) **BRITISH TELECOMMUNICATIONS PLC**
  
- (2) **STRATOS GLOBAL LIMITED**

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**TRADE MARK ASSIGNMENT**

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**Group Legal Services  
Intellectual Property Department  
British Telecommunications plc  
Holborn Centre, 8th Floor  
120 Holborn  
London  
EC1N 2TE**

**Tel: 020 7492 8151  
Fax: 020 7242 0585**

Date: 21 December 2000  
Ref: CC461/064318  
Doc no 1774269  
[Amended BT 21 December 2000]

C:\WINDOWS\TEMP\TM.DOC

**TRADEMARK  
REEL: 002404 FRAME: 0193**

THIS ASSIGNMENT is made the 5<sup>th</sup> day of January 2001 ~~2000~~

**BETWEEN:**

- (1) **BRITISH TELECOMMUNICATIONS PLC** (registration No. 1800000) whose registered office is at 81 Newgate Street, London, EC1A 7AJ, England ("**Assignor**"); and
- (2) **STRATOS GLOBAL LIMITED** (registration No. 4041428) whose registered office is at Clements House, 14-18 Gresham Street, London EC2V 7JE, England ("**Assignee**").

**WHEREAS**

- A. The Assignor is the owner in the United Kingdom of the registered and unregistered trade marks details of which are set out in Schedule 1 attached hereto.
- B. The Assignor agrees to assign the Trade Marks to the Assignee on the terms herein set out.

In consideration of the sum of £1.00 (one pound sterling) now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) **IT IS HEREBY AGREED** as follows:

**1 DEFINITIONS**

In this Agreement, the following expressions shall have the meanings set out below:-

**"Business"** means the business carried on by the Aeronautical & Maritime division of the Assignor, more particularly described in Schedule 2 entitled "Description of Business" attached hereto;

**"BT Marks"** means those marks listed under the category "BT Marks" in Schedule 1 and any other unregistered mark belonging to the Assignor which is exclusively used by the Assignor in the Business or under which the Assignor currently owns rights as a result of its previous exclusive use within the Business which (in any such case) forms part of a registered or unregistered mark containing the element "BT";

**"Clean Marks"** means any BT Mark which has had the "BT" element removed;

**"Co-Owned Marks"** means the trade marks which consist of or include the word "MOBIQ" as listed in Schedule 1;

**"Dispute"** means any controversy, dispute, difference, disagreement or claim between the parties arising under or relating to this Agreement, including any question concerning the validity, termination, interpretation, performance, operation, enforcement or breach of this Agreement;

**“Ordinary Course of Business”** means an action taken by a Person which is (i) consistent with the past practices of such Person, (ii) taken in the ordinary course of the normal day-to-day operations of such Person, and (iii) not required to be specifically authorized by the board of directors, shareholders or other security holders of such Person;

**“Person”** means an individual, partnership, a joint venture, a corporation, a business trust, a limited liability company, a trust, an unincorporated organisation, a government or any department or agency thereof or any other entity;

**“Trade Marks”** means those registered and unregistered trademarks set out in Schedule 1 other than the Co-Owned Trade Marks and the BT Marks.

## 2 ASSIGNMENT

The Assignor hereby assigns to the Assignee, with full title guarantee all legal and beneficial rights and title in and to the Trade Marks together with all statutory and common law rights attaching to the Trade Marks and all accrued rights of action in relation to thereto and the right to sue for past infringements and to retain any damages retained as a result of such action, to the Assignee, its successors in title and assigns absolutely.

## 3 WARRANTIES

3.1 The Assignor warrants to the Assignee that:

3.1.1 The Trade Marks are owned by the Assignor in relation to the Business and the Trade Marks are all of the trade marks required to operate the Business in the Ordinary Course of Business.

3.1.2 The details of the registered Trade Marks which are contained in Schedule 1 are true, complete and accurate.

3.1.3 The Assignor is the sole beneficial owner of the registered Trade Marks free from liens, each registered Trade Mark is valid and enforceable. BT has protected its registered Trade Marks including the registered Co-Owned Marks in a diligent and professional manner.

3.1.4 The Assignor has made no representations that any of the unregistered trade marks can be registered.

3.1.5 None of the registered Trade Marks other than the Co-Owned Marks is being used by any Person in such a way as would materially affect the operation of the Business as currently being run by the Assignor, other than the Assignor in relation to the Business.

3.1.6 All documents material to the title to any registered Trade Mark are in the possession of the Assignor.

3.1.7 As at the date of execution hereof any renewal fees due in respect of any registered Trade Marks have been or are in the process of being paid.

3.2 To the best of the Assignors knowledge the Business as now carried on does not infringe any trade marks of any other Person or give rise to a liability to pay compensation.

#### **4 FURTHER ASSURANCE AND DELIVERY UP**

4.1 The Assignor agrees to execute any further documents and do any such thing as the Assignee may reasonably require to ensure the rights assigned are fully vested in the Assignee and to enable the Assignee to become registered as the proprietor of the Trade Marks and to secure the benefit of the rights hereby assigned. In particular, the Assignor shall assist the Assignee at the Assignee's request in the registration of any Clean Mark including (without limitation) removing from the register any registration of a BT Mark. The Assignor shall not be entitled to charge for so doing but shall be entitled to be reimbursed its reasonable third party costs of so doing.

4.2 The Assignor agrees to give the Assignee such assistance as the Assignee may reasonably require, and at the Assignee's sole and entire expense, to enable or assist the Assignee to bring an action for infringement of or defend any cancellation or revocation action against any of the registered Trade Marks.

4.3 The Assignor agrees, as soon as reasonably practicable to transfer and deliver up to or to the order of the Assignee all files and records, materials and documents relating to the Trade Marks including without limitation, certificates of registration in relation to the registered Trade Marks.

#### **5 NOTICES**

Any and all notices pursuant to this Agreement shall be in writing and signed by (or by some person duly authorised by) the party giving it and may be served by leaving it at, or sending it by registered post, air mail or facsimile (confirmed by registered post or air mail) or by hand to the address of the relevant recipient party set out below (or as otherwise notified from time to time hereunder). Any notice so served by facsimile or by hand shall be deemed to have been received on the next working day after the notice has, respectively, been transmitted or received. Any notice so served by registered post or air mail shall be deemed to have been received 5 business days after the notice has been posted. In proving:

- (a) delivery by hand, it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee;
- (b) delivery by post, it shall be necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause; and
- (c) delivery by fax, it shall be necessary only for the fax communication to have

been delivered by hand or sent by first class post on the same day but failure of the addressee to receive such confirmation shall not invalidate the relevant communication deemed given by fax.

The addresses of the Parties for the purpose of this clause 5 are as follows:

BT:

BT Group Secretariat  
BT Centre,  
81 Newgate Street  
London EC1A 7AJ  
For the attention of: Assistant Company Secretary  
Fax No.: 0207 356 6391

With a copy to:

1. BT Group General Counsel (ref CYB)  
Address: as above  
Fax No.: 020 7356 6151

And

2. BT Group General Counsel (ref Q80252)  
Address: 8<sup>th</sup> floor Holborn Centre  
120 Holborn,  
London, EC1N 2TE  
Fax No.: 020 7242 0585

Stratos:

Stratos Global Limited  
Clements House  
14-18 Gresham Street  
London EC2V 7JE  
For the attention of: The Director

With a copy to:

Steptoe & Johnson LLP  
1330 Connecticut Avenue, NW  
Washington DC 20036  
USA  
Fax No.: (001) (202) 429 3902  
For the attention of: Alfred M. Mamlet, Esq.

## **6 GOVERNING LAW AND JURISDICTION**

This Agreement is governed by and shall be construed in accordance with the law of England and Wales.

## 7 ARBITRATION

- 7.1 Any Dispute between the parties shall be referred to and finally settled by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"). The arbitral tribunal shall be composed of three arbitrators. The place of arbitration shall be Bermuda. The language of the arbitration shall be English.
- 7.2 The arbitral tribunal shall have the authority to award injunctive relief, declaratory relief and relief providing for the specific performance of the Agreement or any portion thereof. The arbitral tribunal shall not have the authority to award punitive damages.
- 7.3 Either party shall have the right to seek from any court of competent jurisdiction interim relief in aid of arbitration or to protect the rights of such party pending the transmission of the file to the Arbitral Tribunal and thereafter. Any interim relief so granted shall continue in effect until modified or terminated by the arbitrators. Either party may seek judicial entry of any arbitral award in any court.
- 7.4 Each party hereby (A) waives any claim that (i) it is not personally subject to the jurisdiction of the ICC in Bermuda and of any court in which a party seeks interim relief or judicial entry of any arbitral award (or any court to which proceedings in such court may be appealed), (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper; and (B) consents and agrees that mailing a copy of process in such suit, action or proceeding to the party at the address in effect under Clause 5 shall constitute good and sufficient service of process.



**SCHEDULE 1**

**The Trade Marks**

**Registered Trade Marks (See table below)**

<b>TRADE MARKS</b>	<b>COUNTRY</b>	<b>NUMBER</b>	<b>APPL./REG. DATE</b>	<b>CLASS(ES)</b>
ALIS	UK	Reg. 2011034	14 February 1995	38
B-CLUB	Australia	Appl. 661075	12 May 1995	9
B-CLUB	Australia	Appl. 661077	12 May 1995	38
B-CLUB	Canada	Reg. 439821	24 February 1995	
B-CLUB	European Community	Reg. 171389	01 April 1996	9, 38
B-CLUB	US	Appl. 74/402686	15 June 1993	9, 38
B-SAT	Australia	Appl. 661085	12 May 1995	9, 38
B-SAT	Australia	Appl. 752032	12 May 1995	9, 38
B-SAT	Canada	Reg. 476786	26 May 1997	
B-SAT	European Community	Appl. 171413	1 April 1996	9, 38
B-SAT	US	Reg. 1912763	15 August 1995	38
B-SAT	US	Appl. 74/402687	15 June 1993	9
C-CLUB	Australia	Reg. 661079	12 May 1995	9, 38
C-CLUB	Benelux	Reg. 483035	31 August 1990	38
C-CLUB	Denmark	Reg. 05109/1993	16 July 1993	38
C-CLUB	France	Reg. 1617030	25 September 1990	38
C-CLUB	Norway	Reg. 158833	26 August 1993	38
C-CLUB	Singapore	Reg. T91/06884H	23 July 1991	38
C-CLUB	Spain	Reg. 1651421	31 July 1991	38
C-CLUB	Sweden	Reg. 265438	31 March 1995	38
C-CLUB	US	Reg. 1780895	06 July 1993	38
C-SAT	Australia	Appl. 661087	12 May 1995	9, 38
C-SAT	Australia	Appl. 752033	12 May 1997	9, 38
C-SAT	Benelux	Reg. 488633	20 September 1990	38
C-SAT	Denmark	Reg. 00813/1994	11 February 1994	38
C-SAT	France	Reg. 1626427	08 November 1990	38
C-SAT	Germany	Reg. 2913261	15 October 1990	38, 42

C-SAT	Singapore	Reg. T91/06885F	23 July 1991	38
C-SAT	Spain	Reg. 1651422	31 July 1991	38
C-SAT	Sweden	Reg. 266398	01 December 1995	38
C-SAT	US	Reg. 1782233	13 July 1993	38
GLOBALPAGE	Benelux	Reg. 504265	03 September 1991	35, 36, 38
GLOBALPAGE	Denmark	Reg. 05809/1993	06 August 1993	38
GLOBALPAGE	France	Reg. 1691137	04 September 1991	38
GLOBALPAGE	Germany	Reg. 2034729	09 September 1991	36, 38, 42
GLOBALPAGE	Italy	Reg. 610549	17 October 1991	38
GLOBALPAGE	Norway	Reg. 161909	24 March 1994	38
GLOBALPAGE	Spain	Reg. 1657474	24 September 1991	38
GLOBALPAGE	Sweden	Reg. 237277	26 June 1992	38
GLOBETRAK	Australia	Reg. 661094	12 May 1995	9, 38
GLOBETRAK	European Community	Reg. 171454	01 April 1996	9, 38
GLOBETRAK	UK	Reg. B1564470	05 March 1994	9
GLOBETRAK	UK	Reg. B1564471	05 March 1994	38
MARINEPAGE	UK	Reg. 1473158	23 June 1991	38
M-CLUB	Australia	Appl. 661082	12 May 1995	9
M-CLUB	Australia	Appl. 661084	12 May 1995	38
M-CLUB	Canada	Reg. 440115	03 March 1995	
M-CLUB	European Community	Reg. 171363	01 April 1996	9, 38
M-CLUB	US	Appl. 74/640427	28 February 1995	9, 38
MESHESAT	UK	Reg. 1518460	11 November 1992	38
M-SAT	Australia	Appl. 661089	12 May 1995	9, 38
M-SAT	Australia	Appl. 752034	12 June 1995	9, 38
M-SAT	European Community	Appl. 171397	1 April 1996	9, 38
PHONETEX	UK	Reg. B1281724	01 October 1986	38
SATELAN	Australia	Reg. 807940	22 September 1999	38

SATELAN	Canada	Appl. 1031244	05 October 1999	
SATELAN	European Community	Appl. 1314244	20 September 1999	38
SATELAN	New Zealand	Reg. 600348	09 June 1999	38
SATELAN	Norway	Reg. 201279	27 January 2000	38
SATELAN	Singapore	App. T99/11124F	06 October 1999	38
SATELAN	UK	Reg. 2199831	09 June 1999	38
SATELAN	US	App. 75831362	25 October 1999	38
SATMAIL	Australia	Reg. 661098	12 May 1995	9, 38
SATMAIL	Australia	Appl. 661100	12 May 1995	38
SATMAIL	European Community	Appl. 171439	01 April 1996	9, 38
SKYFON	Germany	Reg. 951295	10 January 1976	9
SKYPHONE	European Community	Reg. 57265	01 April 1996	9
SKYPHONE	European Community	Reg. 250506	02 May 1996	38
SKYPHONE	Finland	Reg. 106308	05 Feb. 1990	38
SKYPHONE	Finland	Reg. 107850	20 June 1990	9, 38
SKYPHONE	France	Reg. 1448709	03 December 1986	9, 38
SKYPHONE	Greece	Reg. 85227	17 November 1989	9, 16
SKYPHONE	Hong Kong	Reg. B3914/91	30 December 1989	9
SKYPHONE	Hong Kong	Appl. 00638/94	18 January 1994	38
SKYPHONE	India	Reg. 523170b	22 January 1990	9
SKYPHONE	Indonesia	Reg. 275933	27 January 1990	9
SKYPHONE	Ireland	Reg. 132819	27 March 1987	9
SKYPHONE	Ireland	Reg. 132820	27 March 1987	16
SKYPHONE	Ireland	Appl. 211869	22 January 1998	38
SKYPHONE	Israel	Reg. 75145	23 January 1990	9
SKYPHONE	Israel	Reg. 75146	23 January 1990	38
SKYPHONE	Italy	Reg. 503792	21 January 1987	9, 38
SKYPHONE	Korea (Rep)	Reg. 397651	02 March 1998	39
SKYPHONE	Korea (Rep)	Reg. 46616	04 September 1998	106

SKYPHONE	Korea (Rep)	Reg. 33492	13 November 1996	112
SKYPHONE	Kuwait	Reg. 22231	8 January 1990	9
SKYPHONE	Malaysia	Reg. 90/01902	21 March 1990	9
SKYPHONE	Malaysia	Appl. 98/02066	24 February 1998	38
SKYPHONE	New Zealand	Reg. B196986	24 October 1989	9
SKYPHONE	New Zealand	Reg. 196987	24 October 1989	38
SKYPHONE	Norway	Reg. 137091	22 June 1989	9, 38
SKYPHONE	Pakistan	Reg. 106651	30 April 1990	9
SKYPHONE	Philippines	Appl. 105336	18 January 1996	9
SKYPHONE	Philippines	Appl. 105337	18 January 1996	38
SKYPHONE	Portugal	Reg. 240272	13 June 1991	9
SKYPHONE	Portugal	Reg. 240273	13 June 1991	38
SKYPHONE	Saudi Arabia	Reg. 221/91	14 January 1990	9
SKYPHONE	Saudi Arabia	Reg. 221/92	14 January 1990	38
SKYPHONE	Singapore	Reg. 5915/87	03 December 1987	9
SKYPHONE	Singapore	Reg. 10196/93	28 December 1993	38
SKYPHONE	South Africa	Reg. 89/9990	23 October 1989	9
SKYPHONE	South Africa	Reg. 89/9991	23 October 1989	38
SKYPHONE	Spain	Reg. 1188050	20 March 1989	9
SKYPHONE	Spain	Reg. 1188051	02 Sept. 1988	38
SKYPHONE	Sweden	Reg. 211377	08 July 1988	9,38
SKYPHONE	Taiwan Province. China	Reg. 727674	16 September 1996	9
SKYPHONE	Taiwan Province Of China	Reg. 87584	01 January 1996	38
SKYPHONE	Thailand	Reg. TM90418	06 October 1995	9
SKYPHONE	Thailand	Reg. SM6993	06 October 1995	38
SKYPHONE	Turkey	Reg. 117114	30 January 1990	9
SKYPHONE	Turkey	Appl. 1998/18628	25 December 1998	38
SKYPHONE	UK	Reg. B1245450	05 July 1985	9

SKYPHONE	UK	Reg. 1282157	01 October 1986	38
SKYPHONE	US	Reg. 1604061	26 June 1990	38
SKYPHONE	UAE	Appl. 29922	01 April 1996	9
SKYPHONE	UAE	Appl. 29923	02 May 1996	38
SKYPHONE MOBILE CONNECT	China	Appl. 9800130988	20 November 1998	9
SKYPHONE MOBILE CONNECT	European Community	Appl. 983783	11 November 1998	9, 36, 38
SKYPHONE MOBILE CONNECT	Malaysia	Appl. 98/13383	18 November 1998	9
SKYPHONE MOBILE CONNECT	Malaysia	Appl. 98/13384	18 November 1998	36
SKYPHONE MOBILE CONNECT	Malaysia	Appl. 98/13382	18 November 1998	38
SKYPHONE MOBILE CONNECT	Singapore	Appl. 11319/98	12 November 1998	9
SKYPHONE MOBILE CONNECT	Singapore	Appl. 11320/98	12 November 1998	36
SKYPHONE MOBILE CONNECT	Singapore	Appl. 11321/98	12 November 1998	38
SKYPHONE MOBILE CONNECT	US	Appl. 75/610249	22 December 1998	9, 36, 38

# MOBIQ

## Applications and Registrations for the Co-Owned Marks

<u>COUNTRY</u>	<u>NUMBER</u>	<u>APPL./REG. DATE</u>	<u>CLASS(ES)</u>
Algeria	Reg. 54059	4 <sup>th</sup> May 1997	9, 38
Argentina	Appl. 2078997	23 <sup>rd</sup> April 1997	9
Argentina	Appl. 2078998	23 <sup>rd</sup> April 1997	38
Australia	Reg. 717361	13 <sup>th</sup> Sept 1996	9, 38
Benelux	Reg. 608813	11 <sup>th</sup> Sept 1996	9, 38
Brazil	Appl. 820128953	15 <sup>th</sup> July 1997	9
Brazil	Appl. 820128961	15 <sup>th</sup> July 1997	38
Bulgaria	Reg. 6324	16 <sup>th</sup> April 1997	38
Bulgaria	Reg. 32533	16 <sup>th</sup> April 1997	9
Canada	Appl. 823519	17 <sup>th</sup> Sept 1996	9, 38
Chile	Reg. 554138	25 <sup>th</sup> Nov 1999	9
Chile	Reg. 554137	25 <sup>th</sup> Nov 1999	38
China	Appl. 960122935	6 <sup>th</sup> Nov 1996	9
China	Appl. 960122938	6 <sup>th</sup> Nov 1996	38
Czech Republic	Reg. 205777	13 <sup>th</sup> August 1996	9, 16, 37, 38
Denmark	Reg. 1744/1997	18 <sup>th</sup> April 1997	9, 38
Ecuador	Reg. 4834-98	30 <sup>th</sup> Sept 1998	9
Ecuador	Reg. 1491-98	2 <sup>nd</sup> Oct 1998	38
Egypt	Appl. 102454	3 <sup>rd</sup> August 1996	9
Egypt	Appl. 102455	3 <sup>rd</sup> August 1996	38
Finland	Reg. 206156	30 <sup>th</sup> May 1997	9, 38
France	Reg. 96.641.428	12 <sup>th</sup> Sept 1996	9, 38
Germany (Fed Rep.)	Reg. 39642501.1	30 <sup>th</sup> Sept 1996	9, 38
Ghana	Appl. 27769	21 <sup>st</sup> March 1997	9
Hong Kong	Reg. 01123/99	26 <sup>th</sup> July 1996	9
Hong Kong	Reg. 01124/99	26 <sup>th</sup> July 1996	38
Hungary	Reg. 151752	28 <sup>th</sup> April 1998	9, 38
India	Appl. 724636	2 <sup>nd</sup> August 1996	9
Ireland	Reg. 203828	10 <sup>th</sup> Sept 1996	9, 38
Israel	Reg. 111936	17 <sup>th</sup> April 1997	9
Israel	Reg. 111937	17 <sup>th</sup> April 1997	38
Italy	Appl. T097C000089	17 <sup>th</sup> January 1997	9, 38
Kenya	Appl. 46020	20 <sup>th</sup> June 1997	9
Kenya	Appl. 1111	20 <sup>th</sup> June 1997	38

<b>COUNTRY</b>	<b>NUMBER</b>	<b>APPL./REG DATE</b>	<b>CLASS(ES)</b>
Lebanon	Reg. 71121	24 <sup>th</sup> Dec 1996	9, 38
Mexico	Reg. 620890	28 <sup>th</sup> April 1997	9
Mexico	Appl. 293607	28 <sup>th</sup> April 1997	38
Morocco - Casablanca ex	Appl. 70123	25 <sup>th</sup> June 1999	9, 38
New Zealand	Reg. 265179	31 <sup>st</sup> July 1996	9
New Zealand	Reg. 265180	31 <sup>st</sup> July 1996	38
Nigeria	Appl. TP30749/97/6	23 <sup>rd</sup> April 1997	9
Norway	Reg. 183144	26 <sup>th</sup> June 1997	9, 38
Oman	Appl. 15829	25 <sup>th</sup> May 1997	9
Oman	Appl. 15830	25 <sup>th</sup> May 1997	38
Portugal	Appl. 43393	17 <sup>th</sup> Sept 1996	9, 38
Qatar	Appl. 16649	23 <sup>rd</sup> April 1997	9
Qatar	Appl. 16650	23 <sup>rd</sup> April 1997	38
Romania	Appl. 42306	27 <sup>th</sup> January 1997	9, 38
Russia	Reg. 166221	30 <sup>th</sup> April 1997	9, 38
Singapore	Appl. S/10411/96	27 <sup>th</sup> Sept 1996	9
Singapore	Reg. S/10412/96	26 <sup>th</sup> July 1996	38
Slovak Republic	Appl. 185243	18 <sup>th</sup> Oct 1996	9, 38
South Africa	Reg. 97/05596	16 <sup>th</sup> April 1997	9
South Africa	Reg. 97/05597	16 <sup>th</sup> April 1997	38
Spain	Reg. 2048599	23 <sup>rd</sup> Sept 1996	9
Spain	Reg. 2048600	23 <sup>rd</sup> Sept 1996	38
Sweden	Reg. 322928	11 <sup>th</sup> April 1997	9, 38
Switzerland	Reg. 440124	31 <sup>st</sup> July 1996	9, 38
Taiwan	Reg. 821215	16 <sup>th</sup> Oct 1998	9
Taiwan	Reg. 104284	1 <sup>st</sup> Nov 1998	38
Turkey	Appl. 99/10024	22 <sup>nd</sup> June 1999	9, 38
United Arab Emirates	Appl. 31212	8 <sup>th</sup> May 1999	9
United Arab Emirates	Appl. 31211	8 <sup>th</sup> May 1999	38
United Kingdom	Reg. 2106171	26 <sup>th</sup> July 1996	9, 38
USA	Appl. 75/316959	30 <sup>th</sup> June 1997	9, 38
Mobiq Network Services (unregistered Trademark)			
Mobiq.Com (unregistered Trademark)			

**Unregistered Trade Marks**

AERONAUTICAL & MARINE  
A&M  
WEBTRACK  
DIRECT  
WEBONAIR  
INMARSAT SERVICE PROVIDER  
INTERFACE (ISPI)  
ISPI  
ALIS  
WEBTRAQ  
AIRWAV  
PORTISHEAD  
AEROMARITIME.COM  
ME-WORLD.COM  
MEWORLD.COM  
ME-WORLD.CO.UK  
ME-WORLD.NET  
SEASCAPE.COM  
SATELAN.COM  
SATELAN.NET  
SATELAN.CO.UK  
WEBTRACK.COM

**BT MARKS**

BT C-CLUB  
BT C-SAT  
BT AUTOLINK RT  
BT GLOBALPAGE  
BT B-SAT  
BT M-SAT  
BT SATMAIL  
BT MOBILE CONNECT  
BT GLOBALNET  
BT SAT-COMMERCE  
BT AIRWAVE  
BT WEBDIAL  
BT ME-WORLD  
BT ME-MARKET  
BT ME-MAIL  
BT ME-DESK  
BT ME  
BT BEST  
BT CRUISE CONNECT



## Schedule 2

### Description of the Business

BT Aeronautical and Maritime (A&M) is a business unit operating within British Telecommunications plc. The Business to be transferred comprises three discrete operations. These operations are described as Inmarsat and Mobile Satellite Services (IMSS), Aeronautical Services (AERO), and North Sea Oil and Solutions (NSOS). IMSS and AERO provide BT with the capability to deliver customer calls to and from mobile Inmarsat terminals located either on land, at sea, or on board suitably equipped aircraft. NSOS provides bespoke communication solutions for corporate customers using a variety of other technologies including Ku/C-band satellite, analogue and digital troposcatter. For the avoidance of doubt, a fourth operation (Radio Engineering Services) of A&M is excluded from the Business to be transferred.

#### Infrastructure

A&M's general and administrative operations are managed from one central London site (Angel Centre) although billing is managed from a separate location at Croydon (Delta Point). Land Earth Stations (LES) enable seamless transmission of calls between the terrestrial/cellular and the Inmarsat satellite network. A&M own assets that comprise a Land Earth Station (LES) at Goonhilly in SW England, and this engineering infrastructure enables service for IMSS and AERO in the Inmarsat defined Atlantic (all products) and Indian (some products) Ocean Regions. A wholly owned BT subsidiary, BT Netley Ltd, owns another LES at Albany in New Zealand which sells connectivity to A&M enabling IMSS and AERO products in the Pacific Ocean Region. A&M have a commercial "agreement" with another party enabling service for other products in the Indian Ocean Region. IMSS and AERO customer service are provided from two sites in Burnham and Heathrow. Most NSOS services are provided out of two sites in North East Scotland described as Aberdeen Teleport and Mormond Hill however a number of other services are provided over shared BT facilities.

#### Operations

The assets used in the Business are typically operated on A&M's behalf by other parts of BT with whom an internal service arrangement exists; this is evident in the planning, provision and operations of the Goonhilly LES site and in the provision to A&M of various IT systems and services.

A&M's own capabilities extend to product management, sales (including bid support), customer service, network and systems planning and development, business planning, strategy, and quality management.

#### Services

IMSS and AERO products are technically specified by different space segment conveyance services purchased from Inmarsat Holdings plc, which are either demand assigned or leased basis. A&M product differentiation is created by the level of LES service, any value add components, and product billing and customer service. A&M offer a full range of 'core' Inmarsat services as well as using satellite bandwidth for non-standard products including

cellular extension and dynamic bandwidth assignment. NSOS provide non-standard higher bandwidth communication services using a mixture of fixed and mobile satellite and wireless terrestrial technologies in domestic and international locations.

## Customers


A&M's customers comprise those persons, corporate or otherwise who require communications to or from geographically remote locations where other telecommunications infrastructure is either under-developed or absent. IMSS and AERO services are predominately demand assigned and customers include UK fixed line/mobile customers originating on or interconnecting into the BT network calling Inmarsat mobile terminals and via Concert, foreign telecommunication companies or administrations that typically do not have an Inmarsat connectivity capability. Other customers comprise Inmarsat mobile terminal users, or their agents, distributors or Accounting Authorities seeking delivery of mobile originating calls into terrestrial fixed or cellular networks or to other Inmarsat mobile terminal users. Remaining IMSS customers purchase leased, contract or other bespoke Inmarsat based services. NSOS customers comprise persons, corporate or otherwise, who require higher bandwidth communications using any appropriate technology means in geographically remote locations.

Attestation

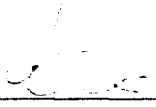
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Name & Title  
an authorised representative of  
BRITISH TELECOMMUNICATIONS PLC

  
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Name & Title  
an authorised representative of  
STRATOS GLOBAL LIMITED

Attestation



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Name & Title  
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BRITISH TELECOMMUNICATIONS PLC

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