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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



To the Assistant Commissioner for Trademarks. Please record the attached original documents or copy

101935120

1. Name of conveying party(ies):
Stellarnet, Inc. **12-31-01**

Individual(s) Association General Partnership
 Limited liability company
 Corporation
 Other _____

Additional name(s) & address(es) attached? Yes No

2. Name and address of receiving party(ies):

Name: Hartford Fire Insuranc

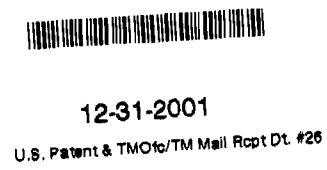
Street Address: Hartford Plaza
Hartford, State CT Zip 06115
City _____ State _____ Zip _____

Individual(s) citizenship _____

Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - State Connecticut
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No



3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 3, 2001

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

A. Trademark Application No.(s) _____

B. Registration No.(s) 2,206452
2,132,364

Additional numbers attached? Yes No X

Name and address of party to whom correspondence concerning document should be mailed:

Name: John R. Garber
Internal Address: Cooper & Dunham LLP

Street Address: 1185 Avenue of the Americas
23rd Floor

City: New York State: New York ZIP: 10036

6. Total number of applications involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

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.

John R. Garber [Signature] 12/27/01
Name of Person Signing Signature Date

Total Number of pages including cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

01/07/2002 GTOW11 00000003 2206452

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

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the office of Management and Budget, Paperwork Reduction Project. (0651-0011). Washington, D.C. 20503



12-31-2001

U.S. Patent & TMO/c/TM Mail Rpt Dt. #26

ASSIGNMENT OF REGISTERED TRADEMARKS AND SERVICEMARKS

This Assignment of Registered Trademarks and Servicemarks (the "Assignment") is made as of December 3, 2001, by **StellarNet, Inc.**, a California corporation with an office at 1855 Gateway Blvd., Suite 1050, Concord, CA 94520 ("Assignor"), and **Hartford Fire Insurance Company**, a Connecticut corporation with an office at Hartford Plaza, Hartford, Connecticut 06115 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a Bill Of Sale, Assignment And Conveyance dated as of December 3, 2001, pursuant to which Assignee has agreed to purchase, and Assignor has agreed to sell, certain of Assignor's assets relating to its business that bear certain registered servicemarks or in which Assignor uses registered trademarks (the "Business").

NOW THEREFORE, for the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby grants, conveys and assigns to Assignee all right, title and interest it may have in and to all of the trademarks and servicemarks registrations listed on Schedule 1 hereto (the "Marks") together with (i) with the goodwill of the Business related to such use and symbolized by the Marks, (ii) renewals of the Marks, (iii) all income, royalties, damages and payments now and later due and payable with respect to the Marks including, without limitation, damages and payments for past, present or future infringements, (iv) the right to sue for past, present, and future infringements, and (v) all rights to such Marks throughout the world.

Assignor makes no representation or warranty with respect to the protectability from use by others of the Marks, and Assignee, by its acceptance of this Assignment, acknowledges that this Assignment constitutes only a quitclaim of Assignor's rights, title and interest, if any, in and to the Marks and associated goodwill and contains no representation or warranty with respect to such right, title or interest.

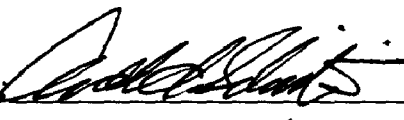
Assignor covenants that it will execute any other documents and perform any other acts that may be necessary fully to vest in Assignee the rights conveyed by this Assignment. When information is brought by Assignee to Assignor's attention that others are infringing on the rights granted to Assignee under this Assignment, Assignor shall (at Assignee's cost and expense) cooperate with and assist Assignee in protecting those rights.

This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

This Assignment shall be deemed to have been executed and delivered in the State of Connecticut, and shall be governed by and construed in accordance with the internal laws, as opposed to the rules governing conflicts of laws, of the State of Connecticut.

Dated as of the date first above appearing.

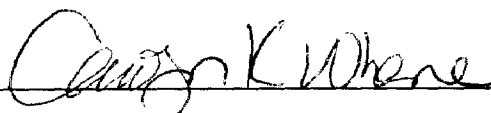
STELLARNET, INC.

By 
Title: PRESIDENT/CEO

STATE OF California)
COUNTY OF Contra Costa) SS

a notary public in and for Contra Costa County, State of California, certify that Arnold Silverstein, personally known to me and known to me to be the President and CEO of StellarNet, Inc. ("StellarNet"), a California corporation, personally known to me to be the same person whose name is subscribed to the above Assignment of Registered Trademarks and Servicemarks appeared before me this day and delivered the Assignment as the officer of StellarNet authorized by its Board of Directors, and as his and StellarNet's free and voluntary act and deed.

Dated as of December 3, 2001


Notary Public

(Notarial Seal)


My commission expires: 11/5/04.



ACCEPTANCE

The undersigned, Charles M. O'Halloran, accepts the above Assignment of Registered Trademarks and Servicemarks.

**HARTFORD FIRE INSURANCE
COMPANY**

By: 
Title: Senior Vice President and
Corporate Secretary

**SCHEDULE 1
TRADEMARK AND SERVICEMARK REGISTRATIONS**

Marks registered in U.S. Patent and Trademark Office.

<u>Trademark</u> <u>Service Mark</u>	<u>Registrant</u>	<u>Registration</u> <u>Number</u>	<u>Date of Original</u> <u>Registration</u>
STELLARNET		2,206,452	December 1, 1998
STELLARNET		2,132,364	January 27, 1998