

01-30-2002



101965552

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 1-11-02
- 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

Execution Date  
Month Day Year

Name

Formerly

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

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

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.)

Citizenship/State of Incorporation/Organization

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

202-625-3630

Name

Roger P. Furey, Esq.

Address (line 1)

Katten Muchin Zavis

Address (line 2)

1025 Thomas Jefferson Street N.W.

Address (line 3)

Washington, D.C. 20007-5201

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

**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)**

76/275721

76/243702

76/243701

76/153699

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

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.

Roger P. Furey

1/9/02

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT

This assignment agreement is entered into as of November 9, 2001, by and between VarTec Telecom, Inc. whose principal place of business is 1600 Viceroy Drive, Dallas, Texas 75235-2306 (hereinafter the "ASSIGNOR"), and The Trustees of the VarTec Business Trust, a Delaware trust, the trustees comprising of Gary D. Egger, a U.S. Citizen, A. Joe Mitchell, Jr., a U.S. citizen and Michael G. Hoffman, a U.S. citizen, whose principal place of business is 1600 Viceroy Drive, Dallas, Texas 75235-2306 (hereinafter "ASSIGNEE").

WHEREAS ASSIGNOR has adopted and used in the United States the trademarks and/or service marks listed in the Schedule attached hereto and is the owner of the applications thereof shown in said Schedule, as well as any common law rights to those marks (hereinafter "the Marks");

WHEREAS ASSIGNOR desires to transfer to ASSIGNEE all rights, interests, title, and goodwill in and to the Marks which it may hold;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR does hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in and to the Marks, including any common law rights possessed in the Marks, together with all of the goodwill of the business symbolized by the Marks.

2. ASSIGNOR further assigns to ASSIGNEE all rights to damages or profits, due or accrued, arising out of past infringement of the Marks or injury to the goodwill connected with the use of the Marks, as well as the right to sue for and recover the Marks in the ASSIGNEE's own name.

3. ASSIGNOR represents and warrants that it has the right and authority to assign all rights and interest in and to the Marks to ASSIGNEE, and agrees to cooperate in any actions necessary for ASSIGNEE to register its right and interest to the Marks, and to cooperate in any actions brought to enforce the rights accompanying this assignment against third parties.

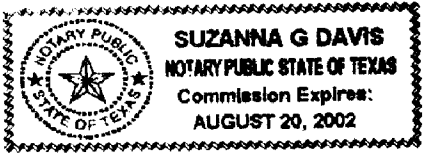
4. ASSIGNOR agrees that this Trademark Assignment constitutes a complete agreement between ASSIGNOR and ASSIGNEE regarding assignment of the Marks, and that it supersedes any prior oral or written agreement or understanding between the parties on that subject.

5. This Trademark Assignment shall be deemed effective as of the date the Assignment is entered into.

IN WITNESS WHEREOF, the parties execute this Assignment effective on the date specified above.

**ASSIGNOR  
VARTEC TELECOM, INC.**

By: *Melissa Smith*  
Name: Melissa Smith  
Title: Vice President, External Legal Affairs  
Date: November 9, 2001



Subscribed and sworn before me this 9<sup>th</sup> day of November, 2001.

Notary Public *Suzanna H. Davis*  
My Commission Expires: 8/20/02

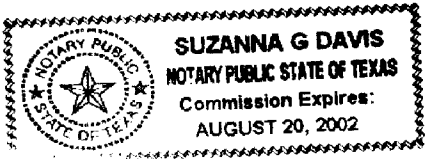
**ASSIGNEE**  
**The Trustees of the VarTec Business Trust, a Delaware Trust, the Trustees comprising of Gary D. Egger, a U.S. Citizen, A. Joe Mitchell, Jr., a U.S. citizen and Michael G. Hoffman, a U.S. citizen**

By: *Michael G. Hoffman*  
Name: Michael G. Hoffman, not in his individual capacity, but solely as Managing Trustee

Address: 1600 Viceroy Drive  
Dallas, Texas 75235-2306




Date: 11/9/01

Subscribed and sworn before me this 9<sup>th</sup> day of November, 2001.



Notary Public *Suzanna H. Davis*  
My Commission Expires: 8/20/02

**SCHEDULE A**  
**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
LIBERTY LINE	76/275,721	June 21, 2001
ONE CHOICE & DESIGN	76/243,702	April 19, 2001
		
1 ONE CHOICE & DESIGN	76/243,701	April 19, 2001
		
5 TALK & DESIGN	76/153,699	October 25, 2000
		

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