

03-12-2002



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OFFICE OF PUBLIC RECORDS

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM

TRADEMARK

COMMERCE
Trademark Office

Tab settings

FRANKE SECTION

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

1. Name of conveying party(ies):

AT & T Corp.

2-21-02

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

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

3 Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 31, 2001

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

Name: Swift Telecommunications, Inc.

Internal Address:

Street Address: 262 Glen Head Road

City: Glen Head State: NY Zip: 11545

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1461347

Additional number(s) attached Yes No

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

Name: Maria Politis Moutsatsos

Internal Address: EasyLink Services

Corporation

Street Address: 399 Thornall Street

City: Edison State: NJ Zip: 08837

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maria Politis Moutsatsos M Moutsatsos

Name of Person Signing

Signature

2/15/02

Date

Total number of pages including cover sheet, attachments, and document: 8

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

03/12/2002 6TON:1 00000022 1461347

61 FC:481

40.00 OP

TRADEMARK
REEL: 002458 FRAME: 0056

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the Matter of Registration: 1461347
Registration Date: October 13, 1987
Registrant: Swift Telecommunications, Inc.
Mark: EASYLINK

**REVOCATION OF POWER OF ATTORNEY;
APPOINTMENT OF POWER OF ATTORNEY**

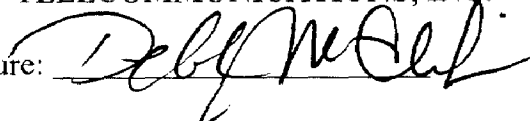
Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Dear Sir:

Registrant hereby revokes all previous powers of attorney and appoints jointly and severally David W. Ambrosia, a member of the Bar of the State of New York, and Executive Vice President and General Counsel at EasyLink Services Corporation, and the other attorneys at EasyLink Services Corporation, to prosecute and maintain the registration referenced above, with full powers of substitution and revocation, to make alterations and amendments therein, and to transact all business in the Patent and Trademark Office in connection therewith.

EasyLink Services Corporation, a Delaware corporation whose postal address is 399 Thornall Street, Edison, New Jersey, 08837, is hereby designated registrant's representative upon whom notice or process in proceedings affecting this mark may be served.

SWIFT TELECOMMUNICATIONS, INC.

Signature: 

Title: Executive Vice President and
Chief Financial Officer

Date: February 21, 2002

Schedule 2
Business Mark Assignment Document

SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement, effective as of the Closing Date, is made between AT&T CORP., a New York corporation duly organized and existing under the laws of the State of New York, with an office at 32 Avenue of the Americas, New York, New York 10013-2412, United States of America (hereinafter referred to as the "Assignor") and Swift Telecommunications, Inc., a Delaware corporation, having an office at 262 Glen Head Road, Glen Head, NY 11545 (hereinafter referred to as the "Assignee").

WHEREAS, the Assignor has adopted, used, registered or applied to register in the United States certain service marks set forth in Exhibit 1 annexed hereto, including without limitation, the registrations and applications and common law marks set out in Exhibit 1 (hereinafter referred to as the "Assigned Marks"); and

WHEREAS, the Assignor wishes to transfer and assign to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor's rights, title and interest in and to the Assigned Marks and all of the goodwill associated therewith, as well as all registrations and applications and other rights, including common law rights, the Assignor may have throughout the world with respect to such Assigned Marks.

NOW, THEREFORE, the Assignor and the Assignee agree as follows:

Section 1

Effective as of the Closing Date, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor does hereby transfer and assign to the Assignee all of its proprietary rights and applications for proprietary rights, title and interest in and to the Assigned Marks, including without limitation, the registrations and applications and common law marks set forth in Exhibit 1, any common law rights in the Assigned Marks, the goodwill of the business relating to the Assigned Marks, and the right to sue for past infringement of the Assigned marks.

The Assignor makes no representations or warranties with respect to the registrability, validity, or enforceability of the Assigned Marks.

The Assignee does hereby accept this transfer and assignment.

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Section 2


The Assignor will promptly transfer to or provide to the Assignee copies of all files relating to the use, registration of, and applications for registration of, the Assigned Marks.

Section 3

- (A) This Agreement in the form of a notarial deed is intended in original and in certified copy to be lodged with the competent domestic and foreign institutions, more particularly administrative agencies and courts, together with an application for assignment of the corresponding proprietary rights and applications for proprietary rights.
- (B) Should the lodging of this Agreement be insufficient for the assignment of the proprietary rights and applications for proprietary rights, both parties hereto shall immediately attend to the necessary formalities and will execute all reasonable documents necessary to effect transfer of the Assigned Marks.
- (C) The Assignee shall bear the costs arising out of or in connection with the implementation of the assignment contained herein.
- (D) Amendments hereto and amplifications hereof shall be in writing and signed by both parties.

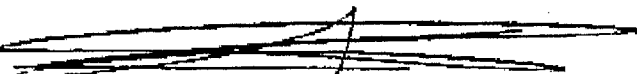
ASSIGNOR

Given at Basking Ridge
New Jersey, USA
on JAN 31, 2001
AT&T Corp.

By: 
Name: ANNE H. OTTOW
Title: ADVIS VICE-PRESIDENT
Authorized Signatory

ASSIGNEE

Accepted at 
on JAN 31, 2001 Basking Ridge NJ
Swift Telecommunications, Inc.

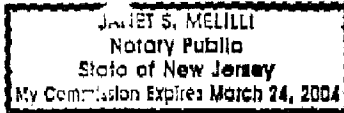
By: 
Name: G. ARIZONA
Title: PRESIDENT
Authorized Signatory

Notarial Certifications

I, a Notary Public, certify that on Jan. 31, 2000, before me personally appeared Anne H. Chow, to me known to be an authorized signatory of AT&T CORP. and that he executed the foregoing Service Mark Assignment Agreement.

I attest: Janet S. Melilli
Signed in: Somerset County, NJ
Dated: Jan. 31, 2001

Notary Public "Official Seal"

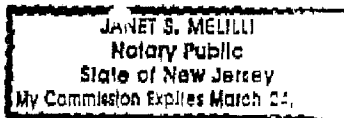


Signature of Notary Public Janet S. Melilli

I, a Notary Public, certify that on Jan. 31, 2000, before me personally appeared George ABI Zaid to me known to be an authorized signatory of Swift Telecom, Inc. and that he executed the foregoing Service Mark Assignment Agreement.

I attest: Janet S. Melilli
Signed in: Somerset County, NJ
Dated: Jan. 31, 2001

Notary Public "Official Seal"



Signature of Notary Public Janet S. Melilli

EXHIBIT 1 to Schedule 2

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. NO. FILING DATE</u>	<u>REG. NO. REG. DATE</u>
EASYLINK	U.S.A.		1461347 10/13/87
EASYLINK	U.K.		1463747 5/8/91
EASY LINK/ EASYLINK EASYLINK	U.K.		1496330 4/3/92
EASYLINK	Andorra		1609 12/20/97
EASYLINK	Argentina		1711533 7/1/88
EASYLINK	Australia		B414446 8/31/84
EASYLINK	Austria		107732 12/18/84
EASYLINK	Benelux		402132
EASYLINK	Bosnia and Herzegovina	BAZR983044A 5/20/98	
EASYLINK	Brazil		816292175 11/12/96
EASYLINK	Brazil	811880850 2/05/85	
EASYLINK	Brazil		816292167 3/2/93
EASYLINK	Chile		435726 12/13/94
EASYLINK	China		756329 7/14/95
EASYLINK	China		242984 1/30/86
EASYLINK	China		245613 3/15/86
EASYLINK	China		242991 1/30/86
EASYLINK	Colombia		119799 8/31/87

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<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>
EASYLINK	Croatia		Z920914 6/10/96
EASYLINK	Cyprus, Republic of		34546 4/18/94
EASYLINK	Denmark		26181985 8/16/85
EASYLINK	Ecuador		18692 6/4/92
EASYLINK	Egypt		64669 1/19/93
EASYLINK	Germany		2914053 10/29/99
EASYLINK	Greece		78088
EASYLINK	Hong Kong		B07162 8/8/91
EASYLINK	India		426903 9/10/87
EASYLINK	Indonesia		305890 5/29/93
EASYLINK	Indonesia		347940 1/25/85
EASYLINK	Indonesia		347939 1/25/85
EASYLINK	Ireland		B117989 12/31/84
EASYLINK	Ireland		B117988 8/27/84
EASYLINK	Israel		59357 8/16/86
EASYLINK	Italy		00698385 5/19/86
EASYLINK	Japan		4175582 8/7/98
EASYLINK	Japan		3092324 10/31/95
EASYLINK	Japan		4374065 4/7/00

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<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>
EASYLINK	Korea, Democratic People's Republic of		9782 1/30/99
EASYLINK	Macedonia	PZ246094 7/5/94	
EASYLINK	Malaysia		469484 10/5/84
EASYLINK	Malaysia		8404695 10/5/95
EASYLINK	Mexico		413904 2/27/92
EASYLINK	Mexico		413905 5/19/92
EASYLINK	Mexico		413903 5/19/92
EASYLINK	Morocco		35292 8/23/84
EASYLINK	New Zealand		155000 9/27/84
EASYLINK	New Zealand		155001 9/27/84
EASYLINK	Norway		125737 9/10/86
EASYLINK	Peru		9084 10/14/91
EASYLINK	Philippines		42352 12/12/88
EASYLINK	Portugal		227310 5/11/90
EASYLINK	Russian Federation		119513 8/25/94
EASYLINK	Slovenia	2/10/94	
EASYLINK	South Africa		847147 8/10/84
EASYLINK	Spain		1078370 10/2/85
EASYLINK	Switzerland		342218 10/8/85

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REEL: 002458 FRAME: 0063

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. NO.</u> <u>FILING DATE</u>	<u>REG. NO.</u> <u>REG. DATE</u>
EASYLINK	Syria		43949 9/25/91
EASYLINK	Taiwan		18275 9/1/85
EASYLINK	Thailand		KOR19029 9/16/94
EASYLINK	Thailand		KOR19030 9/16/94
EASYLINK	Turkey		85361 1/16/85
EASYLINK	United Arab Emirates		12492 5/22/95
EASYLINK	Uruguay		251783 6/3/92
EASYLINK	Venezuela		163785F 8/19/94
EASYLINK	Yugoslavia		31365 12/21/87

COMMON LAW MARKS

EASYLINK
easylink.com

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