

03-14-2002



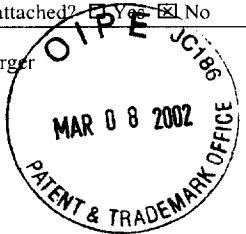
Form PTO-1595
1-31-92

U.S. Department of Commerce
Patent and Trademark Office

102015105

To the Commissioner for Trademarks: Please attach original documents or copy thereof

<p>1. Name of conveying party(ies): Quest Telecommunications, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Gen'l Partnership <input type="checkbox"/> Ltd. Partnership <input checked="" type="checkbox"/> Corporation-State: DE <input type="checkbox"/> Other _____ Addit'l name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Constantin Barbuлесcu and Doru Pascaru Street Address: 1 North Broadway City: White Plains, NY 10601 <input checked="" type="checkbox"/> Individual(s) citizenship: U.S.A. <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State: _____ <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Addit'l. name(s) & address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:
 Assignment Merger
 Security Agreement
 Change of name
 Other _____
 Execution date: October 1, 2001

4. Application number(s) or registration no(s):
 A. TM Appln No.(s)
 Additional numbers attached? Yes No

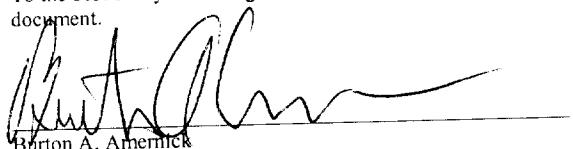
B. TM Reg. No.(s) 2,032,673
 Additional numbers attached? Yes No

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

 Connolly Bove Lodge & Hutz
 Suite 800
 1990 M Street, N.W.
 Washington, D.C. 20036-3425

6. Total Number of applns and regs. involved [1]
 7. Total fee (37 C.F.R. 3.41)....\$40.00
 Enclosed
 Authorized to be charged to Deposit Account No. 22-0185
 Charge deficiencies/credit overpayments to Deposit Account 22-0185
 8. Deposit Account No. 22-0185

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.

 Date: March 8, 2002
 Barton A. Amernick
 Total number of pages including cover sheet: [3]

Do not detach this portion

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

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

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.

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TRADEMARK
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Quest Telecommunications, Inc. (hereinafter "ASSIGNOR"), a corporation organized under the laws of Delaware, having its principal offices at 401 North Eddie Rickenbacker Drive, Salt Lake City, UT 84116, is the owner of the following trademark for which applications in the U.S. PTO have been filed or registered: Classic Telecard, serial number 74579741, filing date 9/28/94, registration number 2032673 (the "Trademark");

WHEREAS, pursuant to an Amended and Restated Intellectual Property Security Agreement (the "Security Agreement"), Assignor pledged the Trademark as security for Assignor's obligation to Fleet National Bank, as administrative agent ("Fleet");

WHEREAS, Assignor defaulted in its obligation to Fleet and Fleet has obtained judgment (the "Judgment") against Assignor confirming Fleet's right to assign or otherwise dispose of any pledged collateral, including the Trademark;

AND WHEREAS, Constantin Barbulescu and Doru Pascaru as individuals (hereinafter "ASSIGNEES"), having offices at 1 North Broadway, White Plains, New York 10601, are desirous of acquiring said Trademark and applications and registrations therefor;

NOW THEREFORE, in consideration of twelve thousand U.S. dollars (\$12,000.00) and other good and valuable consideration payable directly to Fleet (the "Consideration"), the receipt of which is hereby acknowledged, ASSIGNOR, acting by and through Fleet pursuant to the Security Agreement and Judgment, by these presents does sell, assign and transfer unto ASSIGNEES all right, title and interest throughout the world in and to said Trademark and said Trademark applications and registrations therefor, together with the goodwill of the business symbolized by said Trademark and said applications and registrations.

ASSIGNOR agrees to indemnify and hold harmless ASSIGNEES against and in respect of losses (including reasonable legal fees) imposed upon or incurred by ASSIGNEES by reason of or resulting from (i) any breach of any representation or warranty of ASSIGNOR contained in this Assignment Agreement or (ii) any and all actions, suits, claims, proceedings, investigations, demands, assessments, audits, fines, judgments, costs and other expenses (including, without limitation, reasonable legal fees and expenses) incident to any loss in connection with a third party claim to rights in the Trademark, up to a limit of \$12,000.00;

AND ASSIGNOR hereby requests the U.S. Commissioner of Patents and Trademarks and the officials of all trademark offices throughout the world to issue said Trademark registrations to ASSIGNEES;

ASSIGNOR, subject to the limitations herein described, covenants with said ASSIGNEES, its successors, assigns, and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that they have the full right to convey the same as herein expressed.

The undersigned hereby grants Constantin Barbulescu and Doru Pascaru the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document, provided that such further identification relates only to the parties or the Trademark.

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Solely in its capacity as recipient of the Consideration, Fleet joins in the ASSIGNOR's indemnification obligation. ASSIGNEES acknowledge that ASSIGNEES' sole and exclusive remedy, both at law and in equity, as to Fleet, for any breach hereof by the ASSIGNOR or Fleet, shall be limited to a refund of all or a portion, as may be appropriate, of the \$12,000.00 indefeasibly paid by ASSIGNEES to Fleet hereunder. In no event shall Fleet ever be liable to ASSIGNEES (or their successors or assigns) in an amount that would exceed \$12,000.00 for any claims, damages, costs, expenses, or liabilities of any nature whatsoever or for any incidental, consequential, special, or punitive damages arising out of any breach by the ASSIGNOR or Fleet of the terms and conditions hereof or otherwise in any way relating to this transaction or the Trademark.

QUEST TELECOMMUNICATIONS, INC.

By: Fleet National Bank, under power of attorney for Quest Telecommunications, Inc. under the Security Agreement and Judgment

By: Sarghamitea Duet
Its: Authorized Officer
Date: 10/01/01

FLEET NATIONAL BANK, solely in its capacity as recipient of the Consideration and a limited participant in the indemnification obligation as outlined above

By: Sarghamitea Duet
Its: Authorized Officer
Date: 10/01/01

ACCEPTED:

CONSTANTIN BARBULESCU

Constantin Barbulescu
Date: 9/20/01

DORU PASCARU

Doru Pascaru
Date: 9/24/01