

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORD & TRADE



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DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):

PT-1 Telecommunications, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: February 1, 2001

2. Name and address of receiving party(ies)

Name: IDT Netherlands, B.V.

Internal (Puerto Rico Branch)

Address:

Street Address: 108 Ganges Street, Suite A1

City: San Juan State: PR Zip: 00926

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Private Limited Liability Company

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)

(See Attached)

Additional number(s) attached Yes No

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

Name: Maria A. Savio, Esq. GOTTLIEB, RACKMAN & REISMAN, P.C. Internal Address:

Street Address: 270 Madison Avenue

City: New York State: NY Zip: 10016

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....\$ 590.00

- 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.

Maria A. Savio, Esq.

Name of Person Signing

Signature

3/1/02

Date

Total number of pages including cover sheet, attachments, and document: 13

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

TRADEMARK REEL: 002469 FRAME: 0202

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**ATTACHMENT  
LIST OF REGISTRATION NOS.**

2,260,085	2,302,552
2,254,560	2,278,547
2,260,081	2,265,828
2,267,866	2,230,245
2,267,867	2,254,913
2,265,825	2,225,339
2,227,605	2,418,307
2,265,826	2,383,626
2,265,827	2,383,627
2,260,084	2,383,625
2,302,551	2,383,635
2,304,596	

## TRADEMARK ASSIGNMENT

WHEREAS, PT-1 Telecommunications, Inc. a corporation organized and existing under and by virtue of the laws of the State of New York (hereinafter "PT-1" or "ASSIGNOR"), having a place of business located at the address provided in Section 11.02 of the Asset Purchase Agreement dated as of February 1, 2001 (the "Agreement") among PT-1, STAR Telecommunications, Inc. and IDT Netherlands, B.V. (Puerto Rico Branch), has adopted, used and is using certain marks which are the subject of registrations and applications for registration in the United States, listed on the attached "Trademark Schedule A", all of which are herein collectively referred to as the "Trademark Rights"; and

WHEREAS, IDT Netherlands, B.V. (Puerto Rico Branch), a private limited liability company organized and existing under and by virtue of the laws of The Netherlands, having its principal place of business at the address provided in Section 11.02 of the Agreement (hereinafter "ASSIGNEE") desires to acquire certain of PT-1's business assets, including the marks used by PT-1 to identify its products and services, and to obtain all right, title and interest in, to and under said Trademark Rights.

NOW, THEREFORE, for One Dollar (\$1.00 U.S.) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ASSIGNEE and ASSIGNOR covenant and agree as follows:

1. PT-1 represents and warrants that it owns the entire right, title and interest in and to the Trademark Rights.
2. PT-1 hereby assigns to ASSIGNEE all right, title and interest in and to the marks, in, to and under said Trademark Rights and to the goodwill of the business relating thereto and symbolized by said marks and said Trademark Rights.
3. PT-1 hereby transfers, assigns and sets over to ASSIGNEE, free and clear of any claims, liens and encumbrances, all of ASSIGNOR's right, title and interest, legal and equitable, in and to any claims, causes of action for past infringements of the marks and Trademark Rights, and for unfair competition and any related claims ASSIGNOR may have against any third parties, whether known or unknown, and to apply any damages recovered to ASSIGNEE's account.
4. ASSIGNOR covenants to cooperate with ASSIGNEE, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and ASSIGNOR shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of ASSIGNEE, its designee or legal representative.

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5. PT-1 further covenants and agrees to execute and cause to be executed, at the request of ASSIGNEE, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable ASSIGNEE to obtain or maintain the Trademarks herein conveyed or intended to be conveyed.

6. PT-1 hereby warrants that, by this Assignment, it has not made and will not make any commitment or claim inconsistent with or in derogation of this Trademark Assignment.



TRADEMARK SCHEDULE A

MARK	CLASS/GOODS	REGISTRATION NO. & REGISTRATION DATE	STATUS
NEW JERSEY PHONE CARD AND DESIGN	16 – prepaid telephone calling cards magnetically encoded intended to marketed in and around NJ	2,260,085 – 6 Jul 1999	Registered
BOSTON PHONE CARD	16 – prepaid calling cards magnetically encoded intended to marketed in and around Boston	2,254,560 – 15 Jun 1999	Registered
CHICAGOLAND PHONE CARD	16 – prepaid calling cards magnetically encoded intended to marketed in and around Chicago	2,260,081 – 6 Jul 1999	Registered
CONNECTICUT PHONE CARD	16 – prepaid calling cards not magnetically encoded intended to marketed in and around CT	2,267,866 – 3 Aug 1999	Registered
DC-MARYLAND-VIRGINIA PHONE CARD	16 – prepaid calling cards not magnetically encoded intended to marketed in and around DC, MD, VA	2,267,867 – 3 Aug 1999	Registered
DETROIT PHONE CARD	16 – prepaid calling cards not magnetically encoded intended to marketed in and around Detroit	2,265,825 – 27 Jul 1999	Registered
DIAMOND PHONE CARD	16 – prepaid calling cards not magnetically encoded	2,227,605 – 2 Mar 1999	Registered
FLORIDA PHONE CARD	16 – prepaid calling cards not magnetically encoded intended to marketed in and around FL	2,265,826 – 27 Jul 1999	Registered

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MARK	CLASS/GOODS	REGISTRATION NO. & REGISTRATION DATE	STATUS
NEW JERSY PHONE CARD	16 – prepaid calling cards not magnetically encoded intended to marketed in and around NJ	2,265,827 – 27 Jul 1999	Registered
NEW YORK PHONE CARD AND DESIGN	16 – prepaid calling cards not magnetically encoded intended to marketed in and around NY	2,260,084 – 6 Jul 1999	Registered
PT ONE	36 – prepaid telephone debit card services; 38 – telecommunications services, namely, long distance services	2,302,551 – 21 Dec 1999	Registered
PT-1	36 – prepaid telephone debit card services; 38 – telecommunications services, namely, long distance services	2,304,596 – 28 Dec 1999	Registered
PT-ONE	36 – prepaid telephone debit card services; 38 – telecommunications services, namely, long distance services	2,302,552 – 21 Dec 1999	Registered
PUERTO RICO PHONE CARD	16 – prepaid calling cards not magnetically encoded intended to marketed in and around Puerto Rico	2,278,547 – 14 Sep 1999	Registered
TEXAS PHONE CARD	16 – prepaid calling cards not magnetically encoded intended to marketed in and around TX	2,265,828 – 27 Jul 1999	Registered
TRAYENDO EL MUMDO A SU CASA HOLA MEXICO	16 – prepaid calling cards not magnetically encoded intended to marketed in and around Mexico	2,230,245 – 9 Mar 1999	Registered

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MARK	CLASS/GOODS	REGISTRATION NO. & REGISTRATION DATE	STATUS
TSI PHONE CARD	16 – prepaid calling cards not magnetically encoded	2,254,913 – 22 Jun 1999	Registered
TWC PHONE CARD	16 – prepaid calling cards not magnetically encoded	2,225,339 – 23 Feb 1999	Registered
NEW YORK MILLIONAIRE PHONE CARD AND DESIGN	16 – prepaid calling cards not magnetically encoded	75/655,847 – 31 Dec 2000	Registered
ALO BRASIL PHONE CARD	16 – prepaid calling cards not magnetically encoded	2,383,626 – 5 Sep 2000	Registered
PT-1 COMMUNICATIONS	36 – prepaid telephone debit card services; 38 – telecommunications services, namely, long distance services	2,383,627 – 5 Sep 2000	Registered
PT-1 PHONE CARD	16 – prepaid telephone calling cards, not magnetically encoded	2,383,625 – 5 Sep 2000	Registered
PT1	16 – prepaid telephone calling cards, not magnetically encoded	2,383,635 – 5 Sep 2000	Registered

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BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT, dated as of February 1, 2001, from PT-1 Communications, Inc., a New York corporation ("Seller"), to IDT Netherlands B.V. (Puerto Rico Branch), a private limited liability company organized under the law of The Netherlands ("Purchaser").

WHEREAS, Seller and STAR Telecommunications, Inc., a Delaware corporation and sole shareholder of the Seller (the "Parent") have entered into the Asset Purchase Agreement, dated as of February 1, 2001 (the "Agreement"), pursuant to which Parent and Seller have agreed to sell, and Purchaser has agreed to, or to cause one or more of its designees to, purchase the Purchased Assets (as defined below).

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Definitions. All capitalized terms used herein shall have the meanings assigned to them in the Agreement unless otherwise defined herein.

2. Conveyance. Upon the terms and subject to the conditions set forth in the Agreement, Seller hereby agrees to sell, transfer, convey and assign to Purchaser and Purchaser hereby purchases and accepts from Seller, all of Seller's right, title and interest in, and good and marketable title to, the assets of the Seller relating to its debit card business conducted by Seller and its Subsidiaries described below, as the same exist on the Closing Date, (collectively, the "Purchased Assets"), free and clear of any and all Encumbrances, :

(a) the PT-1, PT1, PT-I, and PTI brand names and all other trademarks, copyrights, service marks, software, know-how and other intellectual property owned by or used in the Business, and any and all derivative forms thereof;

(b) all accounts receivable and other amounts owing to PT-1 (including, without limitation, all prepaid expenses) with respect to the Business as of the date of Closing; and

(c) other assets material to the Business (including, without limitation, customer lists, intercompany agreements with Star, distributor agreements, and non-compete agreements in favor of PT-1), except (i) the switches and related switching infrastructure used in the Business and (ii) those which IDT in its sole discretion elects not to acquire.

Notwithstanding the foregoing, the Seller shall retain rights in perpetuity to the "PT-1" brand name (on a non-exclusive, royalty-free basis) solely with respect to dial-around billing and the continued registration under the "PT-1" name of the 10106868 CIC, along with the continuous right to keep and use this CIC (as registered by PT-1) in perpetuity.

3. Further Action. At any time or from time to time after the date hereof, Seller shall, without further consideration, execute and deliver such other instruments of transfer and assumption and shall take such other action as Purchaser may reasonably request to transfer to Purchaser all of Seller's right, title and interest in and to all of the Purchased Assets, free and clear of any and all Encumbrances, except as expressly provided in the Agreement.

4. Successors and Assigns. This Bill of Sale and Assignment shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

5. No Modification. Nothing contained in this Bill of Sale and Assignment shall be deemed to modify, limit or amend any of the rights or obligations of Seller or Purchaser under the Agreement.

6. Counterparts. This Bill of Sale and Assignment may be executed in one or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Governing Law. This Bill of Sale and Assignment shall be governed by and interpreted in accordance with the internal laws of the State of New York, without regard to the conflicts of law provisions thereof. Any dispute hereunder shall be heard in the courts of the State of New York as provided for in the Agreement.



Any dispute hereunder shall be heard in the courts of the State of New York as provided for in the Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale and Assignment to be duly executed and delivered by their duly authorized officers as of the day and year first written above.

PT-1 COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:

IDT NETHERLANDS, B.V.  
(Puerto Rico Branch)

By: Daniel Stuenkel  
Name: DANIEL STUENKEL  
Title: AUTHORIZED SIGNATORY