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04-08-2002



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HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Telèglobe Inc.

3-22-02

- Individual(s)
- General Partnership
- Corporation-Canada
- 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 23, 2002

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

Name: **BCE Inc.**
Address: **1000, de la Gauchetière West
Suite 37
Montreal, Quebec, H3B 4Y7
Canada**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Canada
- 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

OFFICE OF PATENT RECORDS
2002 MAR 22 AM 10:06
FINANCE SECTION

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

A. Trademark Applications

3/22/02 EV 039140635-18
Date Mark Serial No.

I hereby certify that on the date indicated above, this paper or fee was deposited with the Postal Service & that it was addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231 by Express Mail Post Office to business service

B. Trademark Registrations

Mark	Reg. No.
TELEGLOBE	1,323,722
TELEGLOBE	1,750,545
TELEGLOBE MEDIA ENTERPRISES	2,212,079

Name (Print)

Signature

Additional numbers attached? Yes No

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

Name: Darby & Darby P.C.
Street Address: 805 Third Avenue, 27th Floor
City: New York State: New York Zip: 10022-7513

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41):.....\$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04-0100

(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.

Paul Fields
Name of Person Signing

Signature

March 21, 2002
Date

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

3

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

APPENDIX A

Trade-marks – United States only

Trade-marks	Application Number	Registration Number
TELEGLOBE MEDIA ENTERPRISES	75/085,379	2,212,079
TELEGLOBE & DESIGN	74/369,301	1,922,341
TELEGLOBE	74/051,516	1,750,545
TELEGLOBE	73/473,844	1,323,722
TELEGLOBE GROUP LOGO	74/369,302	1,897,693
TELEGLOBE INTERNATIONAL	74/087,966	1,702,954
TELEGLOBE MARINE	74/087,965	1,781,133

TRADE-MARK ASSIGNMENT

This agreement is effective as of January 23, 2002

Between: **Téleglobe Inc.**, a legal person governed by the laws of Canada and having its place of business at 1000, de la Gauchetière West, Montreal, Quebec, H3B 4X5

(hereinafter referred to as the "Assignor")

And: **BCE Inc.**, a legal person governed by the laws of Canada and having its place of business at 1000, de la Gauchetière West, Suite 37, Montreal, Quebec, H3B 4Y7


(hereinafter referred to as the "Assignee")

The Assignor, for one (1) dollar (Cdn) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign and transfer to the Assignee, who does hereby accept such sale, assignment and transfer, all its right, title and interest in **United States** in and to the trade-marks and the applications thereof shown on the attached Appendix A, (the "Trade-marks"), together with the goodwill of the business symbolised by the Trade-marks used in association with the related products or services, and the right to recover for past and present infringement, to pursue any related litigation and past and present opposition proceedings based on or related to any of the Trade-marks, and to retain all damages and profits arising therefrom.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date mentioned on the first page of this agreement:

ASSIGNOR:

Téleglobe Inc.

Per: 
(Signature)

Name: Michael Boychuk
(Print Name)

Title: CFO
(Title of the signatory)

ASSIGNEE:

BCE Inc.


Per: 
(Signature)

Name: MARTINE TURCOTTE
(Print Name)

Title: CHIEF LEGAL OFFICER
(Title of the signatory)

ASSIGNOR:

Téleglobe Inc.

Per: 
(Signature)

Name: Michel Lalande
(Print Name)

Title: Assistant Corporate Secretary
(Title of the signatory)