

TRADEMARK/SERVICE MARK ASSIGNMENT
PSI WEB INC.

This ASSIGNMENT is made as of the 2nd day of April, 2002, by and between PSI Web Inc., a Delaware corporation, with offices at 44983 Knoll Square, Ashburn, Virginia 20147 ("ASSIGNOR"), and PN Acquisition Corp., a Delaware corporation, with offices at 1015 31st Street, N.W., Washington, D.C. 20007 ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, owns, and is using certain trademarks and service marks (the "Marks"), as listed on the **Appendix A** annexed hereto and made a part hereof, and is the owner of the corresponding federal registrations and pending applications in the United States Patent and Trademark Office; and

WHEREAS, ASSIGNEE desires to acquire the Marks, and the corresponding federal registrations and pending applications; and

WHEREAS, pursuant to an Asset Purchase Agreement dated as of February 26, 2002, as amended on April 2, 2002 (the "Principal Agreement"), ASSIGNOR agreed to assign the Marks to ASSIGNEE, subject to certain exceptions set forth in the Principal Agreement; and

WHEREAS, the conditions precedent to Closing have been satisfied or waived.

NOW, THEREFORE, upon and subject to the terms and conditions set forth in the Principal Agreement, which shall be deemed incorporated by reference herein, ASSIGNOR and ASSIGNEE covenant and agree as follows:

1. ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE all right, title and interest in and to the Marks and the corresponding federal registrations and pending applications, together with the goodwill of the business relating thereto and symbolized by said Marks and the corresponding federal registrations and pending applications, and the entire ongoing and existing portion of ASSIGNOR's business in connection with which ASSIGNOR is using, or had and has a bona fide intent to use, said Marks.

2. Section 1 hereof is subject to ASSIGNOR's irrevocable fully paid license to use the name "PSINet" and associated trademarks and service marks outside the United States, including but not limited to, the right to grant licenses to third parties to use such names and/or marks outside the United States, and use the name "PSINet" and associated trademarks and service marks on any signage within the United States existing at time of Closing, and for purposes of the administration of ASSIGNOR's estate, provided that ASSIGNOR shall not enter into any agreement to continue further or expand such use, granted to ASSIGNOR by ASSIGNEE pursuant to the Principal Agreement.

3. ASSIGNOR warrants that the aforementioned assets and property are free of all encumbrances to the extent provided for in the Principal Agreement, and that good title to and right to sell the aforementioned assets and property are vested in ASSIGNOR.

APPENDIX A

| <u>Registration No.</u> | <u>Mark</u> |
|-------------------------|-------------|
| 1,958,786 | PSIWEB |
| 2,066,346 | WEBSTART |
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