



04-17-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 03/31/02) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. 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):

PSINet Inc.

4-11-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - 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: April 2, 2002

2. Name and address of receiving party(ies)

Name: PN Acquisition Corp.

Internal Address:

Address:

Street Address: 1015 31st St., NW

City: Washington State: DC Zip: 20007

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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) 75/804601; 75/804697; 75/908594; 76/051018; 76/133983

B. Trademark Registration No.(s) 1,647,679; 1,793,886; 1,939,909; 1,954,943

Additional number(s) attached Yes No

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

Name: Edward A. Pennington

Internal Address: Swidler Berlin Shereff

Friedman, LLP

Street Address: 3000 K Street, NW

Suite 300

City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 3.41): \$ 785.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

19-5127 ref. no 15785.0005

DO NOT USE THIS SPACE

9. Signature.

Matthew A. Pater

Name of Person Signing

Signature

April 11, 2002

Date

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

5

04/16/2002 DBYRNE 00000205 195127 7580401 01 FC:481 40.00 CH 02 FC:482 575.00 CH

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

TRADEMARK REEL: 002485 FRAME: 0735

**Continuation of Box 4B**

1,956,927;

1,969,537;

1,972,454;

2,034,253;

2,057,702;

2,065,963;

2,113,060;

2,145,655;

2,163,013;

2,178,936;

2,231,611;

2,241,733;

2,251,996;

2,285,234;

2,478,531

**TRADEMARK/SERVICE MARK ASSIGNMENT**  
**PSINET INC.**

This ASSIGNMENT is made as of the 2<sup>nd</sup> day of April, 2002, by and between PSINet Inc., a New York corporation, with offices at 44983 Knoll Square, Ashburn, Virginia 20147 ("ASSIGNOR"), and PN Acquisition Corp., a Delaware corporation, with offices at 1015 31<sup>st</sup> 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, and amended as of 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/Application No.</u>	<u>Mark</u>
1,647,679	PSINET
1,793,886	INTERFRAME
1,939,909 <sup>1</sup>	INSTANT INTERRAMP
1,954,943 <sup>2</sup>	INTERMAN
1,956,927 <sup>3</sup>	LAND ISDN (stylized)
1,969,537	LAN-DIAL
1,972,454	LAN DIAL (stylized)
2,034,253	PSI INTRANET
2,057,702	PSICABLE
2,065,963	SECUREENTERPRISE
2,113,060	ROUTEWALLER
2,145,655	THE INTERNET STARTS HERE
2,163,013	INTERNET WAREHOUSE (stylized)
2,178,936	PSINET & Saturn design
2,231,611	PSINET INTERNETPAPER
2,241,733	YOUR INTERNET BUSINESS PARTNER
2,251,996	PSIMAIL
2,285,234	Saturn design
2,478,531	PSINET VOICE
75/804601	PSINET VISP
75/804697	PSINET VISP
75/908594	PSINET ISDN PRIME
76/051018	PSINET & Saturn design
76/133983	PSINET & Saturn design

<sup>1</sup> §8&15 Declarations were due 12/5/01, but were not filed by due date pursuant to PSINet Inc.'s instructions. Grace period for filing §8&15 Declarations expires 6/5/02.

<sup>2</sup> §8&15 Declarations were due 2/6/02, but were not filed by due date pursuant to PSINet Inc.'s instructions. Grace period for filing §8&15 Declarations expires 8/6/02.

<sup>3</sup> §8&15 Declarations were due 2/13/02, but were not filed by due date. Grace period for filing §8&15 Declarations expires 8/13/02.