

04-23-2002

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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): 4-11-02
Winstar Communications, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Dun & Bradstreet, Inc.
Internal Address: _____
Address: _____
Street Address: One Diamond Hill Road
City: Murray Hill State: NJ Zip: 07974
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,169,683
2,175,379 1,532,312
Additional number(s) attached Yes No


5. Name and address of party to whom correspondence concerning document should be mailed:
Name: William H. Murray, Esquire
Internal Address: Duane Morris LLP

Street Address: One Liberty Place

City: Philadelphia State: PA Zip: 19103-7396

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Nicole K. McLaughlin, Esquire  4-1-02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document:

04/22/2002 DBYRNE 00000098 2169683
01 FC:481 40.00 OP
02 FC:482 50.00 OP

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

TRADEMARK
REEL: 002488 FRAME: 0921

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of the Effective Date set forth below by CHRISTINE SHUBERT, THE DULY APPOINTED AND ACTING CHAPTER 7 TRUSTEE OF WINSTAR COMMUNICATIONS, INC., a Delaware corporation ("Assignor"), for the benefit of DUN & BRADSTREET, INC., a Delaware corporation with offices at One Diamond Hill Road, Murray Hill, New Jersey 07974 ("Assignee").

A. Assignor is the duly appointed and acting Chapter 7 Trustee for Winstar Communications, Inc., a Delaware corporation, and its subsidiaries including Office.Com, Inc. ("Debtor"), in a Chapter 7 case under the United States Bankruptcy Code, pending before the United States Bankruptcy Court for the District of Delaware (the "Court"), captioned In re Winstar Communications, Inc., et al., Case no. 01-1430 (EIK).

B. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 7, 2002 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee and Assignee has agreed to purchase and acquire from Assignor, all Assignors' right, title and interest in and to certain "Purchased Assets" (as therein defined and described) all on the terms and conditions set forth in the Purchase Agreement. Except for terms specifically defined in this Trademark Assignment; all capitalized terms used in herein shall have the same meanings as such terms have when utilized in the Purchase Agreement.

C. Assignee desires to acquire Assignor's entire right, title and interest, if any, in and to Debtor's trademarks and the registrations and applications for registration of trademarks currently pending, if any, to the extent the foregoing are included in the Purchased Assets, including those identified in Schedule A attached hereto (the "Trademarks").

D. The Court has entered the Sale Order approving the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby assigns to Assignee all right, title and interest, if any, of Debtor, including common law rights, in the United States and all other countries and jurisdictions of the world in and to the Trademarks, together with any goodwill of Debtor's business symbolized by and appurtenant to the Trademarks and applications or registrations thereof and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademarks, for the use and behoof of Assignee and its successors, assigns or other legal representatives and to prosecute such applications and registrations in the United States Patent and Trademark Office..

2. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

3. This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

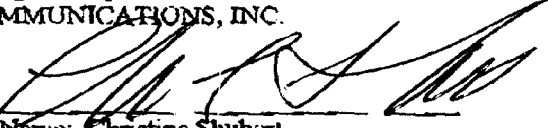
4. This Trademark Assignment does not include any Excluded Assets. This Trademark Assignment is made without recourse, representation or warranty except as expressly set forth in the Purchase Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademark on this 8th day of March, 2002.

Date of Execution: 3/8/02

Assignor
CHRISTINE SHUBERT, the duly appointed and acting Chapter 7 Trustee for WINSTAR COMMUNICATIONS, INC.


By: 
Name: Christine Shubert
Title: Trustee

ACKNOWLEDGMENT

State of NEW JERSEY
County of Camden^{SS}

On this 8th day of March, 2002 before me, the undersigned, personally appeared Christine Shubert, Trustee, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the debtor corporation named herein, and acknowledged that s/he executed it in his/her capacity as Trustee.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.


Notary Public
MICHAEL A. MENKOWITZ
My Commission Expires on _____
**ATTORNEY-AT-LAW OF THE
STATE OF NEW JERSEY**

SCHEDULE A

Trademarks

<i>Mark</i>	<i>Serial No.</i>	<i>Date Filed</i>	<i>Reg. No.</i>	<i>Register Date</i>	<i>Expiration</i>
<i>Active</i>					
BIZ@DVANTAGE & Design	75/332,483	July 29, 1997	2,169,683	June 30, 1998	June 30, 2008
BRAINWAVE	75/078,596	Mar 25, 1996	2,175,379	Jul 21, 1998	Jul 21, 2008
TELEBASE	73,741,802	Jul 25, 1988	1,532,312	Mar 28, 1989	Mar 28, 2009