

04-24-2002

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



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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): Cable & Wireless USA, Inc. 8219 Leesburg Pike, Virginia 22182. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (DE), and Other.

2. Name and address of receiving party(ies): Deutsche Telekom, AG. Internal Address: Postfach 2000. City: Bonn, Germany State: Zip: 53105. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other. Execution Date: July 31, 2001.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 74/692,468; 75/064,877.

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Victoria J.B. Doyle, Esq. Internal Address: Fitzpatrick, Cella, Harper & Scinto. Street Address: 30 Rockefeller Plaza 38th Floor. City: New York State: NY Zip: 10112-3801.

6. Total number of applications and registrations involved: 2. 7. Total fee (37 CFR 3.41): \$ 65.00. Enclosed. 8. Deposit account number: 06-1205.

DO NOT USE THIS SPACE

9. Signature. Victoria J.B. Doyle. Signature. Date: 4/10/02.

04/23/2002 6TOM11 00000095 74692468

01 FC:401 40.00 OP 02 FC:402 25.00 OP

Total number of pages including cover sheet, attachments, and document: 19. Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002489 FRAME: 0050

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FITZPATRICK, CELLA, HARPER & SCINTO, whose postal address is 30 Rockefeller Plaza, New York, New York 10112-3801, is hereby designated applicant's domestic representative upon whom notice or process in proceedings affecting these marks may be served.

Please direct all correspondence concerning these applications and registrations to:

Edward E. Vassallo, Esq.
FITZPATRICK, CELLA, HARPER & SCINTO
30 Rockefeller Plaza
New York, New York 10112-3801
(212) 218-2100

DEUTSCHE TELEKOM AG

Dated: March 25, 2002

By: *M. Schöberl*

Name: i.V. Marion Schöberl

Title: Head of Public Relations,
Human Relations, Legal Brand Affairs

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Commissioner for Trademarks
Box NO FEE
2900 Crystal Drive
Arlington, Virginia 22202-3513

**REVOCATION OF POWER OF ATTORNEY AND DOMESTIC REPRESENTATIVE;
SUBSTITUTE POWER OF ATTORNEY AND DOMESTIC REPRESENTATIVE**

The undersigned hereby revokes any and all prior powers of attorney and appoints jointly and severally, with full power of substitution, FITZPATRICK, CELLA, HARPER & SCINTO, and its attorneys to transact all business in the United States Patent and Trademark Office in connection with the referenced applications and registrations, and to receive correspondence concerning the registrations and renewals thereof.

SETTLEMENT AGREEMENT

This AGREEMENT is entered into this 31st day of July, 2001, by and between Deutsche Telekom, AG, a German corporation located and doing business at Godesberger Allee 117, D 53175, Bonn, Germany ("DT") and Cable & Wireless USA, Inc., a Delaware corporation located and doing business at 8219 Leesburg Pike, Vienna, Virginia, 22182 ("Cable").

WHEREAS, DT alleges that, at the time this controversy began, it was the exclusive licensee of United States Trademark Reg. No. 1,749,301, and that it was and remains the owner of United States Trademark Applications, Ser. Nos. 74/720,651 (now United States Trademark Registration No. 2,422,406), 74/720,625 and 74/720,623 for the mark "T-NET";

WHEREAS, DT alleges that it previously adopted and has used extensively the trademarks TNET and T-NET and (collectively "T-NET") and as a consequence owns trademark rights in and to the mark T-NET in connection with computer software and telecommunications services;

WHEREAS, Cable filed Application Ser. No. 74/692,468 under 15 U.S.C. 1051(b), alleging a bona fide intent to use the T-NET mark in commerce in connection with "telecommunication services, namely telephone communication services";

WHEREAS, DT filed Opposition No. 104,197 before the United States Trademark Trial and Appeal Board, seeking to prevent the registration of Cable's Application Ser. No. 74/692,468;

WHEREAS, Cable filed Application Serial No. 74/064,877 for U.S. federal registration of T-NET and Design and has obtained state trademark registrations for T-NET in Alabama and Wisconsin and for T-NET (TOTAL NETWORK SERVICE) in Kansas and Nebraska (together with U.S. Application Ser. No. 74/692,468, all such applications and registrations of Cable are referred to collectively as "Cable's Applications and Registrations");

WHEREAS, Cable has extended the time to oppose DT's Application Ser. No. 74/720,625;

WHEREAS, the parties wish to amicably resolve their dispute and confirm their respective rights with regard to the respective marks;

NOW, THEREFORE, in consideration of the premises and mutual obligations and undertakings set forth herein, the parties hereto agree as follows:

1. Cable agrees to assign to DT all of Cable's right, title and interest to the T-NET mark, including variations and derivations thereof, whether common law or statutory, and any and all registrations and applications to register the T-NET mark throughout the world; including Cable's Applications and Registrations.
2. Concurrently with the execution of this Agreement, Cable will discontinue all use of the T-NET mark in any format throughout the world.

3. Within ten (10) days of receipt of this executed Agreement, including the assignment document attached hereto as Schedule A, DT will dismiss Opposition No. 104,197, currently pending before the Trademark Trial and Appeal Board.
4. Within ten (10) days of receipt of this executed Agreement, including the assignment document attached hereto as Schedule A, executed by Cable, DT will pay Cable the amount of sixty-five thousand dollars (\$65,000).
5. DT's dismissal of Opposition No. 104, 197 and its payment to Cable represent full and complete consideration, the sufficiency of which is hereby acknowledged, for the assignments granted above.
6. The parties agree that each party will bear its own costs incurred in the opposition proceedings against Cable's United States trademark application.
7. Cable, its subsidiaries, divisions and affiliates, consent to the use and registration by DT of T-NET in connection with any goods or services throughout the world and will refrain from taking any action or proceeding, legal or otherwise, that would hinder DT in its free and unfettered use and registration of T-NET, in any form and in connection with any goods or services. Cable, its subsidiaries, divisions and affiliates will not challenge or contest in any manner DT's mark or the registration or ownership of T-NET by DT with any goods or services.
8. The parties each hereby release, remise and forever discharge the other party, its officers, directors, employees, subsidiaries, divisions, attorneys, affiliates, agents, parent corporations, successors and assigns (the "Released Parties") from any and all suits, proceedings at law or in equity, claims, liabilities, damages, costs, payments and expenses, including reasonable attorneys fees, asserted against or incurred by the other party whether matured or unmatured and whether known or unknown ("Claims"), arising out of or in connection with the use, registration, or application to register the mark T-NET, TNET or any variant thereto, including logos and designs. This release and waiver includes all claims that arose under common law, contract and all federal, state, municipal and local statutes, ordinances, rules, regulations and orders, and the laws of every jurisdiction throughout the world.
9. This Agreement will be binding on and inure to the benefit of the parties, their successors, assigns, licensees, subsidiaries, divisions, affiliates and all others acting by or through them or with or under their direction or in privity with them.
10. This Agreement will be deemed to have been jointly drafted by the parties and will be construed in accordance with its fair meaning, and not strictly against any party.
11. The parties respectively represent and warrant that they have the full legal right and authority to enter into this Agreement and to perform any obligations undertaken

pursuant to this Agreement, that the persons signing on their behalf are legally authorized to do so, and that they have not sold, assigned, or otherwise transferred, prior to the date of this Agreement, any claim or demand that they had or might have had against the other party or parties.


12. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes and merges all prior or contemporaneous agreements, representations, negotiations or discussions (whether written or oral) between the parties.

IN WITNESS WHEREOF, the parties executed this Agreement on the date set forth above.

DEUTSCHE TELEKOM, AG

CABLE & WIRELESS USA, INC.

By: 

By: 

Name: i.V. Dr. Joseph Fesenmair

Name: Trey Smith

Title: (Authorized Representative)

Title: President

SCHEDULE A:

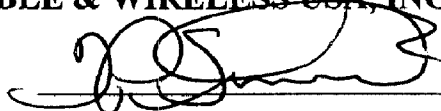
ASSIGNMENT AGREEMENT

Cable & Wireless USA, Inc., a Delaware corporation located at 8219 Leesburg Pike, Vienna, Virginia, 22182, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby assigns to Deutsche Telekom, AG, a German corporation located and doing business at Postfach 2000, Bonn, GERMANY 53105, all of its right, title and interest throughout the world in and to the trademarks and trademark registrations listed in Schedule A, together with the goodwill of the business in connection with which the trademarks are used.

This assignment shall be effective as of July 31, 2001.

CABLE & WIRELESS USA, INC.

By: _____



Name: Trey Smith

Title: President

SCHEDULE A

Trademark

Application/Registration Number

T-NET	US Application Serial No.74/692,468
T-NET and Design	US Application Serial No. 75/064,877
T-NET (TOTAL NETWORK SERVICES)	Kansas KS3000004010
T-NET (TOTAL NETWORK SERVICES)	Wisconsin WI3000043229
T-NET	Alabama
T-NET	Nebraska

CH01/12144351.3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 76/166,309
Filing Date: November 16, 2000
Mark: **T SYSTEMS (Stylized)**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 76/189,776
Filing Date: June 12, 2001
Mark: **T TEAM TELECOM
and Design**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 76/223,046
Filing Date: March 12, 2001
Mark: **T-INFO and Design**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 76/223,047
Filing Date: March 12, 2001
Mark: **T GROUP and Design**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 76/227,581
Filing Date: March 16, 2001
Mark: **T COM & Design**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 76/222,033
Filing Date: March 8, 2001
Mark: **T and Design**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/656,070
Filing Date: March 8, 1999
Mark: **TELECOM ONE**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 76/826,365
Filing Date: October 19, 1999
Mark: **T Com 1**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/826,364
Filing Date: October 19, 1999
Mark: **TELECOM 1**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/592,567
Filing Date: November 20, 1998
Mark: **DETEMOBIL Stylized**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/656,071
Filing Date: March 8, 1999
Mark: **ONE ALLIANCE**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 74/720,623
Filing Date: August 24, 1995
Mark: **T NET and Design**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 74/720,625
Filing Date: August 24, 1995
Mark: **T-NET**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/889,012
Filing Date: January 6, 2000
Mark: **ACOUSTIC LOGO**
Registration No.: 2,459,405
Registered: June 12, 2001

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/293,586
Filing Date: April 16, 1997
Mark: **BERKOM**
Registration No.: 2,305,097
Registered: April 4, 2000

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/826,365
Filing Date: October 19, 1999
Mark: **COM1**

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/154,471
Filing Date: August 22, 1996
Mark: **T-TELEBOX**
Registration No.: 2,219,900
Registered: January 26, 1999

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/235,658
Filing Date: February 3, 1997
Mark: **T-TELESEC**
Registration No.: 2,380,194
Registered: August 29, 2000

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/280,085
Filing Date: April 23, 1997
Mark: **T-TRAFFICINFO**
Registration No.: 2,280,323
Registered: September 28, 1999

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 75/468,392
Filing Date: April 15, 1998
Mark: **T-VENTURE**
Registration No.: 2,384,562
Registered: September 12, 2000

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 74/720,665
Filing Date: August 24, 1995
Mark: **TCARD**
Registration No.: 2,436,054
Registered: March 20, 2001

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 76/006,663
Filing Date: March 22, 2000
Mark: **TEAM TELEKOM**
Registration No.: 2,495,825
Registered: October 9, 2001

In re application of: DEUTSCHE TELEKOM AG
Serial No.: 74/720,651
Filing Date: August 24, 1995
Mark: **TNET**
Registration No.: 2,422,406
Registered: January 23, 2001
