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JUN 5 2002

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
WINSTAR MIDCOM ACQUISITION
6-5-02 CORP.

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: WINSTAR COMMUNICATIONS LLC
Internal
Address: _____
Street Address: 520 BROAD STREET-7TH FL.
City: NEWARK State: NJ Zip: 07102

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other DELAWARE LIMITED LIABILITY COMPANY

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: MAY 15, 2002

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

B. Trademark Registration No.(s)
1502535 2014591 2049563 2134452
1913804 2034234 2132382 2175379

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: MARY A. DONOVAN, ESQ.
Internal Address: DONOVAN & YEE LLP

Street Address: 110 GREENE ST.
SUITE 700
City: NEW YORK State: NY Zip: 10012

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500357

(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.

MARY A. DONOVAN
Name of Person Signing

[Signature]
Signature

JUNE 4, 2002
Date

Total number of pages including cover sheet, attachments, and document: 5

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

06/28/2002 TBI AZ1 00000016 500357 1502535
01 FC:401 40.00 CH
02 FC:402 175.00 CH

TRADEMARK
REEL: 002535 FRAME: 0350

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Winstar Midcom Acquisition Corp., a Delaware corporation having a principal place of business at 685 Third Avenue, New York, New York 10017-4024, (hereinafter referred to as "ASSIGNOR"), is the owner of the trademarks and record owner of trademark registrations and applications set forth in the SCHEDULE OF TRADEMARKS annexed hereto and made a part thereof, (hereinafter referred to as the "TRADEMARKS"); and

WHEREAS, Winstar Communications LLC, a Delaware limited liability company, having a principal place of business at 520 Broad Street, Newark, New Jersey 07102-3111, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire business or portion thereof to which the TRADEMARKS pertain, and acquiring all of the right, title and interest of ASSIGNOR in, to and under the TRADEMARKS, together with the goodwill of the business associated with the TRADEMARKS; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR hereby transfers and assigns to ASSIGNEE the entire business or portion thereof to which the TRADEMARKS pertain and the entire right, title and interest of ASSIGNOR in and to the TRADEMARKS together with the goodwill of the business associated with the TRADEMARKS and the United States applications, thereof; and

ASSIGNOR, does hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARKS, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representative;

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the trademark registrations and applications listed in the annexed Schedule of Trademarks as the property of ASSIGNEE; and

ASSIGNOR further agrees to execute such further documents as may be required to record ASSIGNEE as the owner of the TRADEMARKS and registrations and applications herein assigned.

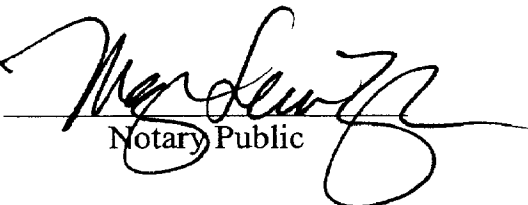
IN WITNESS WHEREOF, the parties have executed this instrument this 15TH day of May, 2002.

WINSTAR MIDCOM ACQUISTIONS, INC.


By: 
Name: **KENNETH J. ZINGHINI**
Title: **Vice President & Secretary**

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

On this 15th day of May, 2002, did appear Ken Zinghini who to me personally known, did depose and say that he is authorized to execute the foregoing instrument on behalf of said corporation.

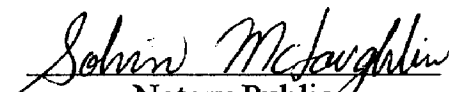

Notary Public

MARYA LENN YEE
Notary Public, State of New York
No. 02YE4842676
Qualified in New York County
Commission Expires 5/21/03

By: 
Name: Geoffrey Rochwarger
Title: C.O.O.

STATE OF NEW JERSEY)
)ss:
COUNTY OF)

On this 15 day of May, 2002, did appear Geoffrey Rochwarger who to me personally known, did depose and say that he is authorized to execute the foregoing instrument on behalf of said company.


Notary Public

SOLVIN McLAUGHLIN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/29/2005

SCHEDULE OF TRADEMARKS

UNITED STATES

REGISTRATIONS

<u>MARK</u>	<u>REG. NO</u>
LOGICALL	1,502,535
LOGICALL PARTNERS	1,913,804
CO (Stylized)	2,014,591
MIDCOM	2,034,234
MIDCOM (Stylized)	2,049,563
CUSTOMPOINT	2,132,382
INFINITYPOINT	2,134,452
BRAINWAVE	2,175,379