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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

WINSTAR COMMUNICATIONS, INC.

6-5-02

- 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 ST., 7TH FL.

City: NEWARK State: NJ Zip: 07102

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

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)

75/822718 75/8226035 75/822701 75/822719 75/822700 75/822706 75/8226032 75/822704 75/822717

B. Trademark Registration No.(s)

2012486 2076272 2416705 2049525 2385581 2439578

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:

15

7. Total fee (37 CFR 3.41): \$ 390.00

- 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:

23

06/28/2002 TDI AZ1 00000015 500357 75822718

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

01 FC:481 40.00 CH 02 FC:482 350.00 CH

Handwritten initials

ASSIGNMENT OF TRADEMARKS

WHEREAS, Winstar Communications, Inc., 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 and foreign registrations and 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.

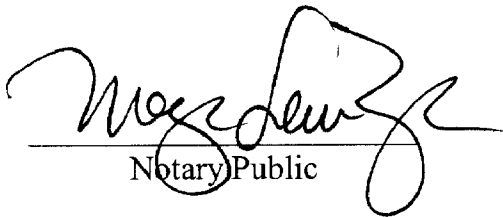
IN WITNESS WHEREOF, the parties have executed this instrument this 15TH day of May, 2002 .

WINSTAR COMMUNICATIONS, INC.

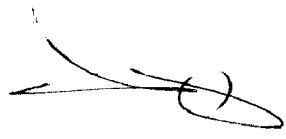
By: 
Name: **KENNETH J. ZINGHINI**
Title: **SENIOR VICE PRESIDENT**

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

On this 8th day of Nov, 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 5/31/03

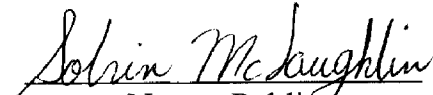


By: /

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

STATE OF)
)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>
WINSTAR	2,012,486
WINSTAR & DESIGN	2,049,525
WINSTAR & DESIGN	2,076,272
WINSTAR & DESIGN	2,385,581
WINSTAR THE NEW PHONE COMPANY & DESIGN	2,416,705
WIRELESS FIBER	2,439,578

APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>
WINSTAR	75/822,718
WINSTAR	75/822,719
WINSTAR & DESIGN	75/826,032
WINSTAR & DESIGN	75/826,035
BRAVE NEW BUSINESS	75/822,700
STARBIUS	75/822,704
WELCOME TO THE NEW E.CONOMY	75/822,701
WELCOME TO THE NEW E.CONOMY	75/822,706
WELCOME TO THE NEW E.CONOMY	75/822,717

SCHEDULE OF TRADEMARKS
BENELUX

MARK

REG. NO.

WINSTAR

657851

SCHEDULE OF TRADEMARKS
BRAZIL

<u>MARK</u>	<u>APPL. NO.</u>
WINSTAR	821,967,045
WINSTAR	821,927,140
WINSTAR & DESIGN	822,429,101
WINSTAR & DESIGN	822,429,110

SCHEDULE OF TRADEMARKS
CANADA

MARK

APPL. NO.

WINSTAR

078524900

SCHEDULE OF TRADEMARKS
CHILE

<u>MARK</u>	<u>REG. NO.</u>
WINSTAR	560,494
WINSTAR	560,495
WINSTAR & DESIGN	571,301
WINSTAR & DESIGN	571,302

SCHEDULE OF TRADEMARKS
COLUMBIA

<u>MARK</u>	<u>REG. NO.</u>
WINSTAR	225,851
WINSTAR	225,853
WINSTAR & DESIGN	229,432
WINSTAR & DESIGN	229,433

SCHEDULE OF TRADEMARKS
EUROPEAN COMMUNITY

MARK

REG. NO.

WINSTAR

698464

SCHEDULE OF TRADEMARKS
HONG KONG

<u>MARK</u>	<u>APPL. NO.</u>
WINSTAR	11719/1999
WINSTAR	11720/1999
WINSTAR & DESIGN	1647/2000
WINSTAR & DESIGN	1648/2000

SCHEDULE OF TRADEMARKS
JAPAN

MARK

WINSTAR

REG. NO.

4,430,502

MARK

WINSTAR & DESIGN

APPL. NO.

4692/2000

SCHEDULE OF TRADEMARKS
KOREA

MARK

WINSTAR

REG. NO.

41-65560

MARK

WINSTAR & DESIGN

APPL. NO.

41-2000-2447

SCHEDULE OF TRADEMARKS
MEXICO

MARK

REG. NO.

WINSTAR

627453

WINSTAR & DESIGN

647092

MARK

APPL. NO.

WINSTAR

388762

WINSTAR & DESIGN

408896

SCHEDULE OF TRADEMARKS
PANAMA

<u>MARK</u>	<u>REG. NO.</u>
WINSTAR	104497 01
WINSTAR	104486 01
WINSTAR & DESIGN	106553 01
WINSTAR & DESIGN	106554 01

SCHEDULE OF TRADEMARKS
PERU

<u>MARK</u>	<u>REG. NO.</u>
WINSTAR	59156
WINSTAR	19467
WINSTAR & DESIGN	62502
WINSTAR & DESIGN	20938

SCHEDULE OF TRADEMARKS
PHILIPPINES

MARK

APPL. NO.

WINSTAR

4-1999-06540

WINSTAR & DESIGN

4-2000-00718

SCHEDULE OF TRADEMARKS
SINGAPORE

MARK

APPL. NO.

WINSTAR

T99/09601H

WINSTAR & DESIGN

T00/01283F

WINSTAR & DESIGN

T00/01284F

SCHEDULE OF TRADEMARKS
SWITZERLAND

MARK

APPL. NO.

WINSTAR & DESIGN

7859

SCHEDULE OF TRADEMARKS
TAIWAN

<u>MARK</u>	<u>REG. NO.</u>
WINSTAR	130190

<u>MARK</u>	<u>APPL. NO.</u>
WINSTAR	88043771
WINSTAR & DESIGN	89005025
WINSTAR & DESIGN	89005026

SCHEDULE OF TRADEMARKS
UNITED KINGDOM

MARK

REG. NO.

WINSTAR

2,024,765

SCHEDULE OF TRADEMARKS
URUGUAY

MARK

REG. NO.

WINSTAR

315,912

WINSTAR & DESIGN

320,304