

07-22-2002



FORM PTO-1594

R

U.S. DEPARTMENT OF COMMERCE

1-31-92

102162607

Patent and Trademark Office

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

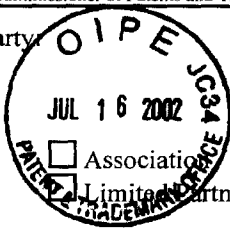
1. Name of conveying Party

Telefonica, S.A.

- Individual(s)
- General Partnership
- Corporation Spain
- Other _____

Additional name(s) of conveying party(ies) attached?

- Yes No



07/16/02

2. Name and Address of receiving Party:

Name: Telefonica Moviles, S.A.

Address: Madrid, Goya no. 24, Spain

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation Spain
- 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: November 27, 2001

4. Application number(s) or registration number(s):

A. Trademark Appln. Nos. 75/335,433 & 75/977,936

B. Trademark Registration No.(s)

2,337,061

Additional sheet attached? Yes No

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

George W. Lewis
Jacobson Holman, PLLC.
 400 7th Street, N.W.
 Washington, DC 20004
 Tel. 202-638-6666

Atty Dkt No. 12031/T-31282US0; T-331282US1 & T-31308US2

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41)..... \$ **90.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: **06-1358**

(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.

George W. Lewis
 Name of Person Signing


 Signature

July 16, 2002
 Date

Total number of pages including cover sheet, attachments, and document: **76**

JPH&S 341-8/92

07/19/2002 LMJELLER 00000054 75335433

01 FC:481
02 FC:482

40.00 OP
50.00 OP

053

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Registration of :
: Registrant/Applicant: TELEFONICA MOVILES, S.A. :
: Registration/Serial No.: 2.337.061 :
: Filed/Issue Date: April 4, 2000 :
: Mark: MOVISTAR, Int. Cl. 35, 38 and 42 :

**POWER OF ATTORNEY &
APPOINTMENT OF DOMESTIC REPRESENTATIVE**

The law firm of JACOBSON, PRICE, HOLMAN & STERN, whose postal address is 400 Seventh Street, N.W., Washington, D.C. 20004-2201, is hereby designated Registrant's Domestic Representative upon whom notices or process in proceeding affecting the mark may be served.

The undersigned hereby appoints GEORGE W. LEWIS, SIMOR L. MOSKOWITZ, HARVEY B. JACOBSON, JR., D. DOUGLAS PRICE, JOHN CLARKE HOLMAN, MARVIN R. STERN, MICHAEL R. SLOBASKY, MARSHA G. GENTNER, JONATHAN L. SCHERER, STANFORD W. BERMAN, IRWIN M. AISENBERG and YOON S. HAM its attorneys to transact all business in the Patent and Trademark Office in connection with the above-identified registration, and hereby revokes all previous powers of attorney herein. Please address all correspondence to JACOBSON, PRICE, HOLMAN & STERN, 400 Seventh Street, N.W., Washington, D.C. 20004-2201.

TELEFONICA MOVILES, S.A.

By: _____

(signature)

ANTONIO HORNEDO MUGUIRO

(typed/printed name)

Title: Attorney in Fact

Date: _____

AND MR. ANTONIO VITALLER CORTÉS, with Spanish nationality, of age, married, whose professional address is at Madrid, Goya, no. 24, with DNI (ID card) No. 17,829,295-V -----

-----ACTING-----

A).- Mr. Luis Casado Carrasco, on behalf and in the name of the Spanish Corporation “TELEFÓNICA, S.A.”, whose address is at Madrid, Gran Vía 28, with CIF (Tax Code) number A/28-015865; incorporated on a permanent basis under a deed legalized on 19 July 1924, by the former Notary of Madrid, Mr. Alejandro Roselló. Such company WAS ADAPTED TO THE COMPANIES ACT, as amended, under a deed granted before the Notary of Madrid, Mr. Miguel Mestanza Fraguero on 10 July 1990, under number 2941 of his official file; it is registered in the Mercantile Registry of Madrid, under volumes 539 and 818, books 148 and 368 of Section 3 of the Companies Book, folio 122, page number M-5.083. Its name was further changed into its current name, “TELEFÓNICA, S.A.”, under a deed granted on 15 April 1998, before the Notary of Madrid, Mr. Agustín Sánchez Jara, under number 2,720 of his file, as registered under entry number 1,359 of the aforementioned page number.

Such person is hereby ACTING as a duly authorized representative of the aforesaid Company, by virtue of the Power of Attorney allegedly granted before the Notary of Madrid Mr. Miguel Mestanza Fragero, under number 1,464 of his file, as registered under entry number 995, a copy of which is hereby shown to me and provides without any limitation or contradiction with the omitted parts, that such person is empowered:

“... A) To represent the Company before any and all Governmental Authorities and Bodies, of any level and kind, without any exception, of the State, Autonomous, quasigovernmental or mixed Bodies, Autonomous Communities, Provinces or Municipalities, by filing requests, taking part in any proceedings in any step until termination thereof, filing any relevant appeals, withdrawing and waiving any claims and filings, in any stage of the proceedings... E) Execute any kind of contract as may be necessary or convenient to carry on the business of “TELEFONICA..., S.A.”, with the State, Autonomous Communities, Provinces and Municipalities and any individual or entity, either public or private, Spanish, foreign or supranational; including any agreement for purchase, encumbrance or disposition of any kind of real estate or moveable goods or rights, corporate shares and interests, securities and intangible assets, as well as the constitution and cancellation of *in rem* encumbrances in favor of



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REEL: 002546 FRAME: 0533

the empowering Company and to make land dispositions in favor of any public or private Entity and accepting any terms and conditions and he may think fit for the corporate purpose...L) Execute any public and private documents as may be required from time to time to exercise the powers set forth in the above sections..."

B) Mr. Antonio Hornedo Muguero and Mr. Antonio Vitaller Cortes, grant such power on behalf and in the name of the Corporation "TELEFONICA MOVILES, S.A.", whose address is at Madrid, Goya, no 24; with CIF (Tax Code) number A/82-573759; incorporated on a permanent basis under a deed legalized on 14 February 2000, by the Notary of Madrid, Mr. Antonio Escartín Ipiens, under number 582 of his official file; it is registered in the Mercantile Registry of Madrid, under volumes 14,837, book 0, folio 155, section 8, page number M-246.786, entry 1.-----

They are **jointly** acting as authorized representatives of the aforementioned Companies, **by virtue of their respective powers in force**, as respectively granted in favor of:

a).- **Mr. Antonio Hornedo Muguero**, under a deed granted on 10 July 2001, before the Notary of Madrid, Mr. Marcos Pérez-Sahuquillo y Pérez, under number 3,296 of his file, as registered under entry number 30, **a copy of which is hereby shown to me and provides without any limitation or contradiction with the omitted parts, that such person is empowered:**

"... in a joint manner so that both of them, or any of them together with other proxy of the Company or the Chairman of the Board of Directors may execute all and whatever of the following powers: A) To represent the Company before any and all Governmental Authorities and Bodies, of any level and kind, without any exception, of the State, Autonomous, quasigovernmental or mixed Bodies, Autonomous Communities, Provinces or Municipalities, as well as different Bodies of the European Union and all Foreign and Supranational Authorities and Bodies, by filing requests, taking part in any proceedings in any step until termination thereof, filing any relevant appeals, withdrawing and waiving any claims and filings, in any stage of the proceedings... D) Execute any kind of contract as may be necessary or convenient to carry on the business of "TELEFONICA..., S.A.", with the State, Autonomous Communities, Provinces and Municipalities and any individual or entity, either public or private, Spanish, foreign or supranational; **including any agreement for purchase, encumbrance or disposition of any kind of real estate or moveable goods or rights,** corporate shares and interests, securities and **intangible assets**, accepting any



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REEL: 002546 FRAME: 0534

conditions that he may think fit for the corporate purpose. To take part in public tenders and auctions, submitting bids, making proposals, establishing deposits and accepting provisional and final awards, contesting other awards, filing claims, appeals and disclaimers. To establish, constitute, modify, clarify, waive, cancel and terminate any kind of encumbrances, on an onerous or gratuitous basis... I) To execute notarial certifications of any kind, apply for registrations, certifications and entries before the Real Estate, Mercantile, Industrial Property and Intellectual Property Registries, to issue and reply to notifications and notarial injunctions; to carry out real estate segregation, grouping and division operations; to consent the modification of coefficients of participation in properties governed by the horizontal property laws... N) To execute any public or private instruments as may be required from time to time to exercise the powers herein granted..."

b).- **Mr. Antonio Vitaller Cortés**, under a deed granted on 19 October 2000, before the mentioned Notary of Madrid, Mr. Marcos Pérez-Sahuquillo y Pérez, under number 3,896 of his file, as registered under entry number 10, **a copy of which is hereby shown to me and provides without any limitation or contradiction with the omitted parts, that such person is empowered:**

"... in a joint manner so that both of them, or any of them together with other proxy of the Company or the Chairman of the Board of Directors may on execute all and whatever of the following powers: A) To represent the Company before any and all Governmental Authorities and Bodies, of any level and kind, without any exception, of the State, Autonomous, quasigovernmental or mixed Bodies, Autonomous Communities, Provinces or Municipalities, as well as before different Bodies of the European Union and all Foreign and Supranational Authorities and Bodies by filing requests, taking part in any proceedings in any step until termination thereof, filing any relevant appeals, withdrawing and waiving any claims and filings, in any stage of the proceedings... D) Execute any kind of contract as may be necessary or convenient to carry on the business of the Company, with the State, Autonomous Communities, Provinces and Municipalities and any individual or entity, either public or private, Spanish, foreign or supranational; **including any agreement for purchase, encumbrance or disposition of any kind of real estate or moveable goods or rights,** corporate shares and interests, securities and **intangible assets**, accepting any conditions that he may think fit for the corporate purpose. To take part in public tenders and auctions, submitting bids, making proposals, establishing deposits and accepting



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REEL: 002546 FRAME: 0535

provisional and final awards, contesting other awards, filing claims, appeals and disclaimers. To establish, constitute, modify, clarify, waive, cancel and terminate any kind of encumbrances, on an onerous or gratuitous basis... I) To execute notarial certifications of any kind, apply for registrations, certifications and entries before the Real Estate, Mercantile, Industrial Property and Intellectual Property Registries, to issue and reply to notifications and notarial injunctions; to carry out real estate segregation, grouping and division operations; to consent the modification of coefficients of participation in properties governed by the horizontal property laws... Ñ) To execute any public or private instruments as may be required from time to time to exercise the powers herein granted..."

On the basis of the foregoing, the appearers, in the capacity in which they act, have in my opinion the necessary legal capacity to execute this deed of **RATIFICATION**, as to which I certify, and for such purpose

-----THEY STATE:-----

I.- That under a **trademark purchase private agreement**, executed in Madrid, on 20 October 2000, whose original counterpart is hereby shown to me, "TELEFÓNICA, S.A." sold to "TELEFÓNICA MÓVILES, S.A.", **which company purchased, the trademarks set forth and listed under annexes 1 and 2 attached thereto.**

Such annexes are hereby shown to me and Annex 1 is attached hereto in **18** pages of common paper, and Annex 2 is attached hereto in **59** pages of common paper, all of which are hereby executed by the three appearers before me.

II. That the aforementioned trademark purchase agreement was executed under the terms and conditions laid down in the private document mentioned under Recital I).

That the appearing parties, in the above capacities, have shown an original counterpart of such document to me, and I, the Notary Public, have transcribed the relevant recitals and clauses, certifying that they totally coincide with the original without the omitted parts conditioning, distorting, modifying or constraining the transcription:

"At Madrid, this 20th day of October 2000. **AGREEMENT**: One party being, **TELEFÓNICA, S.A.**, whose address is at Madrid, calle Gran Vía, 28, with Tax Identification Code no. **A28015865-**, represented herein by MR. LUIS CASADO CARRASCO, by virtue of a deed of Power of Attorney granted in his favor before the Notary of Madrid Mr. Miguel Mestanza Fraguero, on 8 April 1991, under number 1464

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REEL: 002546 FRAME: 0536



of his file.- And the other party being, **TELEFÓNICA MÓVILES, S.A.**, whose address is at Madrid, calle Goya, 24, with Tax Identification Code no. A-82573759, represented herein by MR. ANTONIO HORNEDO MUGUIRO, by virtue of a deed of Power of Attorney granted in his favor before the Notary Public of Madrid Mr. José Escartín Ipiéns on 14 February 2000 under number 582 of his file, and by MR. ANTONIO VITALLER CORTÉS by virtue of a deed of Power of Attorney granted in his favor before the Notary Public of Madrid Mr. Marcos Pérez-Sauquillo y Pérez on 19 October 2000 under number 3,986 of his file. All parties mutually acknowledge to be legally authorized to execute this agreement and, for such purpose, hereby **DECLARE**:

1. That "TELEFÓNICA, S.A." is the proprietor and Registered Holder of the trademark applications and registrations in Spain and abroad listed in ANNEX 1 and 2 respectively, as attached hereto, covering any goods and services included in the classes of the International or local Classification set forth in such documents, as filed and, where applicable, granted on the dates and in the manner set forth in the aforementioned annexes.

2. That TELEFÓNICA MÓVILES, S.A. wishes to purchase the aforementioned trademarks to TELEFÓNICA, S.A., to be used in the course of its business... For such purposes, the parties have agreed to carry on such intent by means of this Trademark Purchase Agreement by and between TELEFÓNICA MÓVILES, S.A. and TELEFÓNICA, S.A., which shall be governed by the following:

STIPULATIONS: FIRST.- TELEFÓNICA, S.A., represented by MR. LUIS CASADO CARRASCO hereby SELLS AND TRANSFERS, and TELEFÓNICA MÓVILES, S.A., represented by D. ANTONIO HORNEDO MUGUIRO, hereby PURCHASES AND ACQUIRES the trademarks described under ANNEXES 1 and 2 of this Agreement. All trademarks listed as granted are fully in force, since the relevant fees have been paid for. **SECOND.-** The full price of the purchase is 300,000,000 Pesetas. The representative of the Purchaser hereby furnishes evidence of payment of such amount in favor of the Seller, through the Settlement Account maintained by the two parties in Telefónica y Finanzas, S.A. (TELFISA), and therefore Telefónica, S.A. hereby acknowledges receipt of such amount. Furthermore, the representative of the Purchaser hereby furnishes evidence of payment, through the same account, of an amount of 48,000,000 Pesetas, by way of VAT, i.e. as a result of adding a 16% of Value Added Tax to the full amount of this transfer, and therefore Telefónica, S.A. hereby acknowledges receipt of such amount. **THIRD.-** The parties, in their above capacities, hereby represent that the transfer of the trademarks under this Agreement will be made

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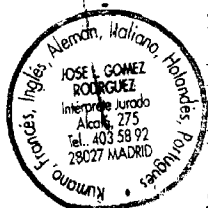
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based on the specific registration status of each of such trademarks, which is known by the two parties. **FOURTH**.- Any charges, expenses, fees and taxes arising from this purchase shall be borne by TELEFÓNICA MÓVILES, S.A. **FIFTH**.- TELEFÓNICA, S.A. hereby undertakes to, upon request and at the expense of TELEFÓNICA MÓVILES, S.A., any and all documents as may be required to register before the relevant trademark offices the assignment and transfer of the trademarks under this Agreement in favor of the Purchaser. **SIXTH**.- Notwithstanding the provisions of the foregoing clause, TELEFÓNICA MÓVILES, S.A. will be entitled to request TELEFÓNICA, S.A. to take any step in order to, on behalf and in the name of TELEFÓNICA MÓVILES, S.A., keep in force, defend and transfer the proprietorship before the relevant Authorities of the trademarks listed in ANNEXES 1 and 2 hereof, and further take any other step to protect, maintain and defend any other trademarks that may be in the future of interest for TELEFÓNICA MÓVILES, S.A. for the identification of new goods and services, under the terms and conditions to be agreed upon in detail under the relevant contract... **EIGHTH**.- In order to solve any dispute or discrepancy as may arise from the interpretation or execution of this agreement, both parties expressly waive any other jurisdiction that may be applicable and hereby submit to the jurisdiction and authority of the Courts and Tribunals of the city of Madrid . In witness whereof, the Parties have executed this agreement... in the place and on the date first above said...”. There is an illegible signature (of Mr. Luis Casado Carrasco) on behalf of “TELEFÓNICA, S.A.”, and two illegible signatures (of Mr. Antonio Hornedo Muguero and Mr. Antonio Vitaller Cortés) on behalf of “TELEFÓNICA MÓVILES, S.A.”.

III.- In order to apply for registration of this transfer in any of the countries mentioned in Annexes 1 and 2, the private agreement mentioned under Recital I), it is necessary, not only to ratify such transfer under a public deed, but also that the Transferor or the Transferee grants an ample and sufficient Power to an industrial property agent or representative so that he/she may make any required filing before the relevant Trademark Offices. Such Power must be executed in written and legalized by a Notary Public, and the parties wish to meet such requirement today, by means of three notarial certifications to be authorized by me, the Notary Public, under file numbers 4,451, 4,452 y 4,453, as attached to this deed.

IV.- In order to facilitate the filing of documents required by each National Trademark Office, I am attaching hereto, as Annexes 1 and 2, the lists of trademarks



whose proprietorship is transferred by virtue of the agreement dated 20 October 2000, sorted by country of reference.

V. Pursuant to the foregoing, the appearing parties, in their authorized capacities, hereby

-----GRANT:-----

FIRST.- MR. LUIS-ÁNGEL CASADO CARRASCO, on behalf of the Company "TELEFÓNICA, S.A.", and MR. ANTONIO HORNEDO MUGUIRO, on behalf of the company "TELEFÓNICA MÓVILES, S.A.", HEREBY RATIFY AND EXECUTE AS A PUBLIC DEED, pursuant to Article 1,227 of the Spanish Civil Code, any and all clauses and annexes as transcribed and incorporated herein, of the private agreement executed by both parties on 20 October 2000.-----

As a result of the foregoing, the appearing parties, in their authorized capacities, hereby RATIFY the provisions related to the transfer of the proprietorship of the trademarks described in annexes 1 and 2, of the private agreement dated 20 October 2000, whose content is deemed as incorporated herein by reference, and hereby confirm the sale of such trademarks by virtue of such agreement as carried out by "TELEFÓNICA, S.A." in favor of "TELEFÓNICA MÓVILES, S.A.", **which sale was made for a price of THREE HUNDRED MILLION PESETAS (1,803,036.31 Euros), the receipt of which was acknowledged by the representatives of the Purchaser and the Seller, through the settlement account maintained by the two parties in "Telefónica y Finanzas, S.A.", and therefore the representative of "TELEFÓNICA, S.A.", hereby acknowledges full receipt of the aforementioned price, as well as the amount of FORTY-EIGHT MILLION PESETAS (288,485.81 Euros), as a result of applying a 16% of Value Added Tax to the full amount of the transfer, which payment was also acknowledged by the representatives of the Purchaser and Seller, by the same means as the aforementioned price.**

SECOND.- The transferor or transferee, in order to apply for registration of this transfer before certain Trademark Offices in the countries set forth in annexes 1 and 2 to the agreement of 20 October 2000, will further execute before me Powers of Attorney in favor of industrial property agents or representatives, as may be required by the National Trademark Offices of several countries, to be executed under file numbers 4451, 4452 and 4453.

-----GRANT:-----

TRADEMARK
REEL: 002546 FRAME: 0539



I have pointed out the relevant legal disclaimers and warnings, including those related to Tax Laws, and particularly, for fiscal purposes, I have warned the appearers about the tax-related obligations imposed on the parties from the material, formal and regulatory points of view, and about the consequences of all kinds that would arise from any misrepresentation.

I have expressly mentioned the obligation to pay for the *Impuesto de Actos Juridicos Documentados* (stamp duty tax) within a period of thirty business days as of the date hereof, at a rate of 0.50%.

The parties have read this deed by themselves and affixed their signatures hereto in witness whereof.-----

AUTHORIZATION:

I, the Notary Public, hereby certify that the appearing parties have identified themselves before me, pursuant to Article 23 c) of our Basic Law, by showing the documents first above said, and I also certify the whole contents of this public instrument, which is issued on eleven pages of Official paper, exclusive for notarial documents, under series 2R, numbers 5259661; 5259662; 5259663; 5259664; 5259665; 5259666; 5259667; 5259668; 5259669; 5259670, and this one.-----

IT IS HEREBY DECLARED that for the purposes of the Public Fees and Tariffs Act No. 8/89 of April 13th, the fees to be applied to the act granted herein shall be calculated on the basis of the DECLARED amount, pursuant to the Fees numbers 2, 4, 5, 6, 7 and other applicable rules, and that the arising fees (excluding IVA - VAT) amount to 297,240 Pesetas, equivalent to 1,786.45 Euros.

The signatures of the parties are affixed hereto.

Signed: R. Vilas de E.-

Signed

Stamped.



Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
ANDORRA	E-MOCIÓN	14939	Device	9, 38	Granted	000801	000801
	Moviline colored graphic	4176	Device	9, 16, 35, 38, 42	Granted	970225	970225
	T MOVISTAR	4177	Device	9, 35, 38, 42	Granted	970225	970225

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
SAUDI ARABIA	ERMES Graphic (blue on white background)	464/98	Graphic	9	Granted	970825	981106
	ERMES Graphic (blue on white background)	490/44	Graphic	38	Granted	970825	990514
	ERMES Graphic (white on black background)	464/98	Graphic	9	Granted	970825	981106
	ERMES Graphic (white on black background)	490/44	Graphic	38	Granted	970825	990514
	ERMES Graphic (black on white background)	464/98	Graphic	9	Granted	970825	981106
	ERMES Graphic (black on white background)	490/44	Graphic	38	Granted	970825	990514

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
ARGENTINA	E-MOCION	2294052	Device	9	Pending	000627	
	E-MOCION	2294053	Device	38	Pending	000627	
	E-MOCION	2294064	Denominative	9	Pending	000627	
	E-MOCION	2294065	Denominative	38	Pending	000627	
	OLEADA	2272690	Denominative	9	Pending	000308	
	OLEADA	2272691	Denominative	38	Pending	000308	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
AUSTRALIA	T MOVISTAR	753118	Device	9, 35, 38, 42	Granted	980120	980120

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
BOLIVIA	MOVILINE	.....	Denominative	9	Pending	000202	
	MOVILINE	.....	Denominative	38	Pending	000202	
	MOVISTAR	.....	Denominative	9	Pending	000202	
	MOVISTAR	.....	Denominative	38	Pending	000202	
	MOVISTAR PLUS	.....	Graphic	38	Pending	000228	
	MOVISTAR PLUS	.....	Graphic	9	Pending	000228	



Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
BRAZIL	E-MOCION	822398753	Device	9	Pending	000705	
	E-MOCION	822398761	Device	38	Pending	000705	
	E-MOCION	822398770	Denominative	9	Pending	000705	
	E-MOCION	822398788	Denominative	38	Pending	000705	
	MOVILINE	820333050	Denominative	9	Pending	971105	
	MOVILINE	820333069	Denominative	38	Pending	971105	
	MOVISTAR DUO	820953849	Denominative	38	Pending	981001	
	MOVISTAR DUO	820953857	Denominative	9	Pending	981001	
	MOVISTAR RUTA	820953806	Denominative	38	Pending	981001	
	MOVISTAR RUTA	820953814	Denominative	9	Pending	981001	
	MOVISTAR TWIN	820953822	Denominative	38	Pending	981001	
	MOVISTAR TWIN	820953830	Denominative	9	Pending	981001	
	OLEADA	822058499	Denominative	9	Pending	000314	
	OLEADA	822058502	Denominative	38	Pending	000314	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
COLOMBIA	E-MOCION	54405	Device	9	Pending	000630	
	E-MOCION	54408	Device	38	Pending	000630	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
COSTA RICA	MOVILINE	121843	Denominative	9	Granted	000207	000822
	MOVILINE	121844	Denominative	38	Granted	000207	000822
	MOVISTAR PLUS	.....	Graphic	9	Pending	000302	
	MOVISTAR PLUS	.....	Graphic	38	Pending	000302	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
CHILE	E-MOCION	491006	Device	9	Granted	000623	
	E-MOCION	491007	Device	9	Granted	000623	
	E-MOCION	491008	Device	38	Granted	000623	
	E-MOCION	491009	Device	38	Granted	000623	
	OLEADA	477917	Denominative	9	Granted	000306	
	OLEADA	477918	Denominative	38	Granted	000306	



Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
CYPRUS	T MOVISTAR	49647	Device	9	Pending	980212	
	T MOVISTAR	49648	Device	35	Pending	980212	
	T MOVISTAR	49649	Device	38	Pending	980212	
	T MOVISTAR	49650	Device	42	Pending	980212	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
CYPRUS (GREEK)	ERMES Graphic (blue on white background)	39936	Graphic	9	Granted	940311	961126
	ERMES Graphic (blue on white background)	39937	Graphic	38	Granted	940311	961126
	ERMES Graphic (white on black background)	39940	Graphic	9	Granted	940311	961126
	ERMES Graphic (white on black background)	39941	Graphic	38	Granted	940311	961126
	ERMES Graphic (black on white background)	39938	Graphic	9	Granted	940311	961126
	ERMES Graphic (black on white background)	39939	Graphic	38	Granted	940311	961126

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
CYPRUS (TURKISH)	ERMES Graphic (blue on white background)	3482	Graphic	9	Granted	940328	940328
	ERMES Graphic (white on black background)	3482	Graphic	9	Pending	940328	
	ERMES Graphic (black on white background)	3483	Graphic	9	Granted	940328	940328

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
DENMARK	ERMES Graphic (blue on white background)	10108	Graphic	9, 38	Granted	920827	921030
	ERMES Graphic (white on black background)	10106	Graphic	9, 38	Granted	920827	921030
	ERMES Graphic (black on white background)	10107	Graphic	9, 38	Granted	980827	921030



Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
EL SALVADOR	E-MOCION	5541/00	Device	9	Pending	000728	
	E-MOCION	5542/00	Device	38	Pending	000728	
	MOVISTAR	127	Denominative	38	Granted	981109	000911
	MOVISTAR	158	Denominative	9	Granted	981109	001030
	MOVISTAR ACTIVA	6906-98	Denominative	38	Pending	981109	
	MOVISTAR ACTIVA	6911-98	Denominative	9	Granted	981109	001204
	OLEADA	1799/2000	Denominative	38	Pending	000313	
	OLEADA	1800/2000	Denominative	9	Pending	000313	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
ARAB EMIRATES	ERMES Graphic (black on white background)	18278	Graphic	38	Granted	960907	980516
	ERMES Graphic (black on white background)	18277	Graphic	9	Granted	960907	980516
	T MOVISTAR	25728	Device	9	Granted	980316	
	T MOVISTAR	25729	Device	35	Granted	980316	
	T MOVISTAR	25730	Device	38	Granted	980316	
	T MOVISTAR	25731	Device	42	Granted	980316	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
UNITED STATES	E-MOCION	905491	Denominative	9	Pending	000717	
	E-MOCION	905492	Denominative	38	Pending	000717	
	E-MOCION	.....	Device	9	Pending	000804	
	E-MOCION	.....	Device	38	Pending	000804	
	MOVILINE	335433	Denominative	35	Pending	970804	
	MOVILINE	977936	Denominative	9, 16, 38, 42	Pending	970804	
	MOVISTAR	2337061	Denominative	35, 38, 42	Granted	970804	000404
	MOVISTAR	335429	Denominative	16	Granted	970804	990917
	MOVISTAR	335436	Denominative	9	Granted	970804	990112

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
ESTONIA	T MOVISTAR	29748	Device	9, 35, 38, 42	Granted	980406	991022



Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
THE PHILIPPINES	T MOVISTAR	3324	Device	9	Pending	980506	
	T MOVISTAR	3325	Device	35	Pending	980506	
	T MOVISTAR	3326	Device	38	Pending	980506	
	T MOVISTAR	3327	Device	42	Pending	980506	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
FINLAND	ERMES Graphic (blue on white background)	127949	Graphic	9, 38	Granted	920828	930906
	ERMES Graphic (white on black background)	127949	Graphic	9, 38	Granted	920828	930906
	ERMES Graphic (black on white background)	127949	Graphic	9, 38	Granted	920828	930906

Annex 2 to the Contract of Assignment of Marks

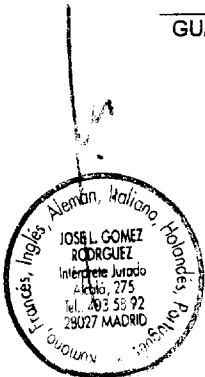
Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
GREECE	ERMES Graphic (blue on white background)	110731	Graphic	9	Granted	920921	950817
	ERMES Graphic (white on black background)	110731	Graphic	9	Granted	920921	950817
	ERMES Graphic (black on white background)	110731	Graphic	9	Granted	920921	950817
	T MOVISTAR	135091	Device	9, 35, 38, 42	Granted	980204	000418

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
GUATEMALA	E-MOCION	5899/2000	Device	9	Pending	000720	
	E-MOCION	5900/2000	Device	38	Pending	000720	
	MOVISTAR	101529	Denominative	38	Granted	990622	000124
	MOVISTAR	101611	Denominative	9	Granted	990622	000127
	MOVISTAR ACTIVA	104099	Denominative	38	Granted	991117	000809
	MOVISTAR ACTIVA	108234	Denominative	9	Granted	991117	001108
	OLEADA	106982	Denominative	38	Granted	000317	001012
	OLEADA	1991	Denominative	9	Pending	000317	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
HONDURAS	E-MOCION	10293/00	Device	9	Pending	000718	
	E-MOCION	10294/00	Device	38	Pending	000718	



Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
HONG KONG	T MOVISTAR	14954	Device	38	Granted	980119	980119
	T MOVISTAR	8212/1999	Device	9	Granted	980119	980119
	T MOVISTAR	8213/1999	Device	42	Granted	980119	980119
	T MOVISTAR colored graphic	1383	Device	35	Granted	980119	980119

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
HUNGARY	ERMES Graphic (blue on white background)	149809	Graphic	9, 38	Granted	960605	980316
	ERMES Graphic (white on black background)	149809	Graphic	9, 38	Granted	960605	980316
	ERMES Graphic (black on white background)	149809	Graphic	9, 38	Granted	960605	980316

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
INDONESIA	T MOVISTAR	438855	Device	35	Granted	980220	000211
	T MOVISTAR	438863	Device	38	Granted	980220	000211
	T MOVISTAR	439259	Device	9	Granted	980220	000211
	T MOVISTAR	J982768	Device	42	Granted	980220	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark k No.	Type	Class	Situation	Date of Application	Date of Grant
IRAN	ERMES Graphic (white on black background)	83345	Graphic	9, 38	Granted	971006	980613
	ERMES Graphic (black on white background)	83346	Graphic	9, 38	Granted	971006	980613

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
IRELAND	ERMES Graphic (blue on white background)	153352	Graphic	9, 38	Granted	920828	920828
	ERMES Graphic (white on black background)	153352	Graphic	9, 38	Granted	920828	920828
	ERMES Graphic (black on white background)	153352	Graphic	9, 38	Granted	920828	980828
	T MOVISTAR	210337	Device	9, 35, 38, 42	Granted	980115	980115



Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
ICELAND	T MOVISTAR	438/1998.1	Device	9, 35, 38, 42	Granted	980114	980331

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
ITALY	MOVILINE	1225	Denominative	9, 38	Pending	000204	
	MOVISTAR	1224	Denominative	9, 38	Pending	000204	
	MOVISTAR PLUS	M12000	Device	9, 38	Pending	000330	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
JORDAN	ERMES Graphic (blue on white background)	46423	Graphic	9	Granted	970721	970721
	ERMES Graphic (blue on white background)	48042	Graphic	16	Granted	970721	990125
	ERMES Graphic (white on black background)	46425	Graphic	9	Granted	970721	970721
	ERMES Graphic (white on black background)	48043	Graphic	16	Granted	970721	990125
	ERMES Graphic (black on white background)	46424	Graphic	9	Granted	970721	970721
	ERMES Graphic (black on white background)	48041	Graphic	16	Granted	970721	990125

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
KUWAIT	ERMES Graphic (blue on white background)	34879	Graphic	9	Pending	961026	
	ERMES Graphic (blue on white background)	34880	Graphic	38	Pending	961026	
	ERMES Graphic (white on black background)	34875	Graphic	9	Pending	961026	
	ERMES Graphic (white on black background)	34876	Graphic	38	Pending	961026	
	ERMES Graphic (black on white background)	34877	Graphic	9	Pending	961026	
	ERMES Graphic (black on white background)	34878	Graphic	38	Pending	961026	
	T MOVISTAR	39829	Device	9	Pending	980513	
	T MOVISTAR	39830	Device	35	Pending	980513	
	T MOVISTAR	39831	Device	38	Pending	980513	
	T MOVISTAR	39432	Device	42	Pending	980513	



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Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
LEBANON	T MOVISTAR	.....	Device	9, 35, 38, 42	Pending	980212	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
LITHUANIA	T MOVISTAR	98/0385	Device	9, 35, 38, 42	Granted	980203	991019

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
MACAO	T MOVISTAR	3093	Device	35	Granted	980216	990326
	T MOVISTAR	3094	Device	38	Granted	980216	990326
	T MOVISTAR	3095	Device	42	Granted	980216	990326
	T MOVISTAR	3096	Device	9	Granted	980216	990326

Annex 2 to the Contract of Assignment of Marks

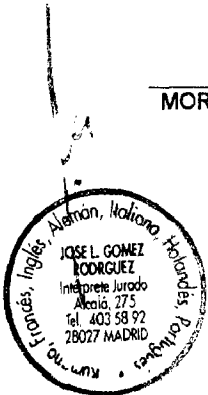
Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
MALAYSIA	ERMES Graphic (blue on white background)	96/09430	Graphic	9, 38	Pending	960814	
	ERMES Graphic (white on black background)	96/09429	Graphic	9, 38	Pending	960814	
	ERMES Graphic (black on white background)	96/09431	Graphic	9, 38	Pending	960814	
	T MOVISTAR	98/01679	Device	9	Pending	980304	
	T MOVISTAR	98/01680	Device	35	Pending	980304	
	T MOVISTAR	98/01688	Device	42	Pending	980304	
	T MOVISTAR	98/01689	Device	38	Pending	980304	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
MOROCCO	MOVILINE	72590	Denominative	9, 38	Granted	000225	000225
	MOVISTAR	71856	Denominative	9, 38, 42	Granted	991214	991214
	MOVISTAR PLUS	72756	Graphic	9, 38	Granted	000310	000310
	OLEADA	73142	Denominative	9, 38	Granted	000419	000419

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
MAURITIUS	T MOVISTAR	A/43N°18	Device	9, 16	Granted	980216	990209



Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
NAMIBIA	T MOVISTAR	98/0096	Device	9	Pending	980129	
	T MOVISTAR	98/0097	Device	35	Pending	980129	
	T MOVISTAR	98/0098	Device	38	Pending	980129	
	T MOVISTAR	98/0099	Device	42	Pending	980129	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
NORWAY	ERMES Graphic (blue on white background)	159725	Graphic	9, 38	Granted	920831	931021
	ERMES Graphic (white on black background)	159727	Graphic	9, 38	Granted	920831	931021
	ERMES Graphic (black on white background)	159726	Graphic	9, 38	Granted	920831	931021

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
NEW ZEALAND	T MOVISTAR	287454	Device	9	Granted	980121	980121
	T MOVISTAR	287455	Device	35	Granted	980121	980121
	T MOVISTAR	287456	Device	38	Granted	980121	980121
	T MOVISTAR	287457	Device	42	Granted	980121	980121

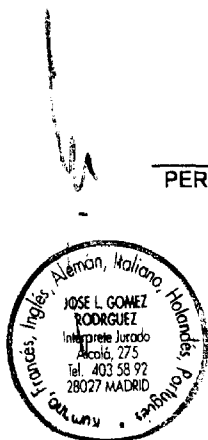
Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
PARAGUAY	MOVILINE	228620	Denominative	9	Pending	000201	
	MOVILINE	228621	Denominative	38	Granted	000201	000908
	MOVISTAR	1916	Denominative	9	Pending	000201	
	MOVISTAR	1917	Denominative	38	Pending	000201	
	MOVISTAR PLUS	4280	Graphic	9	Pending	000228	
	MOVISTAR PLUS	4281	Graphic	38	Pending	000228	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
PERU	E-MOCION	109040/00	Device	9	Granted	000714	000929
	E-MOCION	109041/00	Denominative	38	Pending	000714	
	E-MOCION	109120/00	Device	38	Pending	000714	
	E-MOCION	109121/00	Device	9	Granted	000714	000929
	MOVILINE	63801	Denominative	9	Granted	000201	000530
	OLEADA	22703	Denominative	38	Granted	000307	000926
	OLEADA	65854	Denominative	9	Granted	000307	000831

Annex 2 to the Contract of Assignment of Marks



Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
PORTUGAL	MOVIINE	343770	Denominative	9, 38	Pending	000217	
	MOVISTAR	343769	Denominative	9, 38	Pending	000217	
	MOVISTAR PLUS	344344	Graphic	9, 38	Pending	000301	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
PUERTO RICO	E-MOCION	.....	Device	9	Pending	000804	
	E-MOCION	.....	Device	38	Pending	000804	
	E-MOCION	.....	Device	9	Pending	000804	
	E-MOCION	.....	Device	38	Pending	000804	
	MOVISTAR	.....	Denominative	9	Pending	990609	
	MOVISTAR	.....	Denominative	38	Pending	990609	
	OLEADA	.....	Denominative	9	Pending	000608	
	OLEADA	.....	Denominative	38	Pending	000608	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
QATAR	T MOVISTAR	18204	Denominative	9	Pending	980219	
	T MOVISTAR	18205	Denominative	35	Pending	980219	
	T MOVISTAR	18206	Denominative	38	Pending	980219	
	T MOVISTAR	18207	Denominative	42	Pending	980219	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
DOMINICAN REP.	E-MOCION	.....	Device	9	Pending	000719	
	E-MOCION	.....	Device	38	Pending	000719	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
UNITED KINGDOM	ERMES Graphic (black on white background)	15115063	Graphic	38	Granted	920827	940610

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
CZECH REP.	ERMES Graphic (blue on white background)	217734	Graphic	9, 38	Granted	970711	990527
	ERMES Graphic (white on black background)	217733	Graphic	9, 38	Granted	970711	990527
	ERMES Graphic (black on white background)	217732	Graphic	9, 38	Granted	970711	990527



Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
SINGAPORE	T MOVISTAR	593/98	Device	42	Pending	980121	
	T MOVISTAR	594/98	Device	38	Pending	980122	
	T MOVISTAR	595/98	Device	35	Pending	980121	
	T MOVISTAR	596/98	Device	9	Pending	980121	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
SOUTH AFRICA	T MOVISTAR	98/00932	Device	9	Pending	980126	
	T MOVISTAR	98/00933	Device	35	Pending	980126	
	T MOVISTAR	98/00934	Device	38	Pending	980126	
	T MOVISTAR	98/00935	Device	42	Pending	980126	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
SWEDEN	ERMES Graphic (white on black background)	246863	Graphic	9, 38	Granted	920828	930219
	ERMES Graphic (black on white background)	246862	Graphic	9, 38	Granted	920828	930119

Annex 2 to the Contract of Assignment of Marks

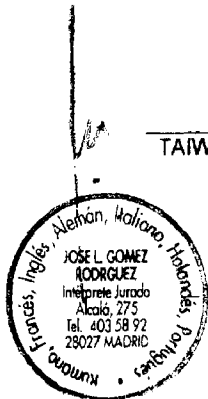
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THAILAND	T MOVISTAR	362687	Device	35	Granted	980616	991005
	T MOVISTAR	362689	Device	42	Granted	980616	
	T MOVISTAR	8600	Device	38	Granted	980616	990922
	T MOVISTAR colored graphic	110862	Device	9	Granted	980616	000324

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
TAIWAN	T MOVISTAR	113022	Device	38	Granted	980422	990801
	T MOVISTAR	122193	Device	42	Granted	980422	000316
	T MOVISTAR	87078492	Device	35	Granted	980422	000901
	T MOVISTAR	881035	Device	9	Granted	980422	000201

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
TANGIERS	E-MOCION	.....	Device	9	Pending	000804	
	E-MOCION	.....	Device	38	Pending	000804	
	MOVISTAR	.....	Denominative	9	Pending	000516	
	MOVISTAR	.....	Denominative	38	Pending	000516	
	MOVISTAR	.....	Denominative	42	Pending	000516	



Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
TURKEY	ERMES Graphic (white on black background)	140094	Graphic	9	Granted	920904	920904
	ERMES Graphic (black on white background)	147507	Graphic	9	Granted	920904	930910
	MOVILINE	3172	Denominative	9, 38	Granted	000224	
	MOVISTAR	5502	Denominative	9	Pending	000329	
	MOVISTAR	5502	Denominative	38	Pending	000329	
	MOVISTAR PLUS	.....	Graphic	9	Pending	000308	
	MOVISTAR PLUS	.....	Graphic	38	Pending	000308	
	T MOVISTAR	191860	Device	9	Granted	980313	980413
	T MOVISTAR	192018	Device	35	Granted	980313	980413

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
URUGUAY	E-MOCION	324510	Device	9, 38	Pending	000717	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
VENEZUELA	E-MOCION	12899	Device	9	Pending	000725	
	E-MOCION	12900	Device	38	Pending	000725	

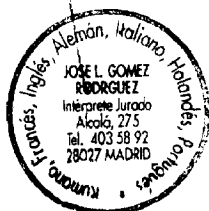
Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant
COMMUNITY MARK	E-MOCION colored graphic	1720135	Device	9, 38	Pending	000622	
	OLEADA	1597673	Denominative	9, 38	Pending	000407	
	TELEFONICA E-MOCION	1521806	Device	9, 38	Pending	000224	

Annex 2 to the Contract of Assignment of Marks

Country	TradeMark	TradeMark No.	Type	Class	Situation	Date of Application	Date of Grant	
INTERNATIONAL MARK	ERMES Graphic (black on white background)	596235	Graphic	9, 38	Granted	930202	930202	
	ERMES Graphic (white on black background)	596236	Graphic	9, 38	Granted	930202	930202	
	ERMES Graphic (blue on white background)	596237	Graphic	9, 38	Granted	930202	930202	
	Designated States: Germany, Austria, Benelux, France, Italy, Portugal and Switzerland							
	T MOVISTAR	690964	Device	9, 35, 38, 42	Granted	980112	990112	

Designated States: Albania, Germany, Austria, Azerbaijan, Belorussia, Bulgaria, Croatia, Denmark, Slovakia, Finland, France, Hungary, Italy, Latvia, Morocco, Norway, Poland, Portugal, Czech Rep., Russia, Sweden and Switzerland.



[Stamp: NOTARY PUBLIC MR. RICARDO VILAS DE ESCAURIAZA – MADRID]
/... an AUTHENTIC COPY of the original thereof, and I hereby issue this copy for TELEFÓNICA MÓVILES, S.A. in fifty one pages under series 4C numbers 1851051 and the forty-nine pages above plus this page, whose issuance is hereby registered in the relevant file. At Madrid, on the following day as of the date thereof. BEFORE ME.-

[Stamp: General Council of Spanish Notaries]

[Stamp: NOTARY PUBLIC MR. RICARDO VILAS DE ESCAURIAZA – MADRID]

(illegible signature)

I, ANTONIO FERNÁNDEZ-GOLFÍN APARICIO, a Notary Public with office and residence at Madrid.

HEREBY CERTIFY: That this photocopy, consisting of fifty-one official notarial pages under series NC, numbers 2876822, the forty-nine following pages in correlative order and the present page, is a faithful reproduction of the original thereof, as examined by me.

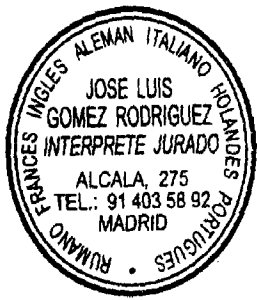
Madrid, this 24th day of January 2002.

[Stamp: AUTHORIZATION AND LEGALIZATION STAMP – NOTARIAL BAR ASSOCIATIONS]

[Stamp: Notarial Office of MR. ANTONIO FERNÁNDEZ-GOLFÍN APARICIO]

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José Luis Gómez Rodríguez,
Intérprete jurado de *inglés*
certifica que la que antecede
es traducción fiel y completa
al *inglés* de un
documento redactado en
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En Madrid a

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[STAMP: RICARDO VILAS DE ESCAURIAZA

Tax ID: 32406125-E

NOTARY PUBLIC

Doctor Esquerdo, 136 - 2º 28007 MADRID

(Semiesquina Plaza Conde de Casal)

Teléfono 915-010-710 / 915-014-100

Fax : 915-012-000]

**-----DEED OF RATIFICATION OF A TRADEMARK PURCHASE
AGREEMENT, AS GRANTED BY THE CORPORATIONS "TELEFÓNICA,
S.A." AND "TELEFÓNICA MÓVILES, S.A."-----**

NUMBER FOUR THOUSAND FOUR HUNDRED AND FIFTY.-----

At Madrid (SPAIN), this 27th day of November, 2001-----

Before me, **RICARDO VILAS DE ESCAURIAZA**, Notary Public of the Honourable
Bar of Madrid, whose residence and office is at Madrid.-----

-----**APPEAR:**-----

One party being: MR. LUIS-ÁNGEL CASADO CARRASCO, of age, with Spanish
nationality, married, a Lawyer, whose address for this purpose is at Madrid, Avenida del
General Perón, 40, with DNI (ID card) No. 3,056,161-J -----

The other party being: MR. ANTONIO HORNEDO MUGUIRO, with Spanish
nationality, of age, married, whose professional address is at Madrid, Goya, no. 24, with
DNI (ID card) No. 01,395,744-N -----



RECORDED: 07/16/2002

TRADEMARK
REEL: 002546 FRAME: 0555