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08-28-2002

Form PTO-1594
(Rev. 03/01)
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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):
World Access, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 3 May 2002

2. Name and address of receiving party(ies)

Name: American Towers, Inc.

Internal Address:

Street Address: 116 Huntington Avenue

City: Boston State: MA Zip: 02116

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,588,715

Additional number(s) attached Yes No

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

Name: Steven A. Brav

Internal Address: Law Department

American Towers, Inc.

Street Address: 116 Huntington Avenue

City: Boston State: MA Zip: 02116

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Steven A. Brav

Name of Person Signing

Steven A. Brav
Signature

August 27, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

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

08/28/2002 6TON11 00000159 2588715

01 FC:481

40.00 OP

TRADEMARK
REEL: 002570 FRAME: 0422

Assignment And Assumption Of Trademark

ASSIGNMENT AND ASSUMPTION OF TRADEMARK ("Assignment") made and entered into as of the 3rd day of May 2002, by and between World Access, Inc., a Delaware corporation having a principal place of business at 945 East Paces Ferry Road, Suite 2200, Atlanta, Georgia 30326 ("Assignor") and American Towers, Inc., a Delaware corporation having a principal place of business at 116 Huntington Avenue, Boston, Massachusetts 02116 ("Assignee").

Assignor is the owner of a certain trademark "VQUAL" registered with the United States Patent and Trademark Office ("PTO") as Registration Number 2,588,715 ("Mark") and has been the owner of the Mark since its registration with the PTO on July 2, 2002. Assignor and Assignee are parties to that certain Exclusive Trademark License dated October 25, 2000 ("License"), pursuant to which Assignor has agreed, among other things, to assign to Assignee all of Assignor's right, title and interest in and to the Mark, and Assignee has agreed, among other things, to accept assignment of the Mark, subject to the terms of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Mark

Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Mark, its registration and all associated goodwill (including without limitation the right to sue and recover for any past infringements), and Assignee hereby accepts from Assignor all such right, title and interest in and to the Mark and all associated goodwill (including without limitation the right to sue and recover for any past infringements), all subject to the terms set forth in this Agreement.

2. Successors and Assigns; Third-Party Beneficiaries

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. This Assignment shall not confer any rights or remedies upon any third party.

3. Entire Agreement; Amendments to Assignment

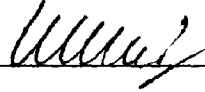
This Assignment (including the recitals to this Assignment, which are incorporated herein) together with the License set forth the entire understanding and agreement, whether written or oral, between Assignor and Assignee on or prior to the date of this Assignment with respect to the matters set forth herein. No amendment of any terms of this Assignment, waiver of the obligations of Assignor or Assignee under this Assignment, or termination of this Assignment, shall be valid unless set forth in writing and executed by Assignor and Assignee.

4. Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment by their respective duly authorized representatives as of the day and date first above-written; *provided, however*, that this Assignment shall not become effective as to either party until executed on behalf of both parties.

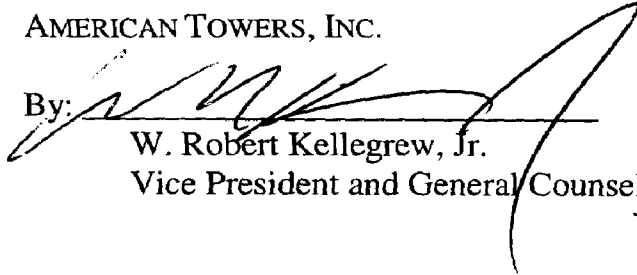
WORLD ACCESS, INC.

By: 

Name: Michael F. Mies

Title: TREASURER

AMERICAN TOWERS, INC.

By: 

W. Robert Kellegrew, Jr.
Vice President and General Counsel

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