

09-06-2002

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

102213890

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

MPD 8-5-02

1. Name of conveying party(ies): SOFTBANK AGCH Holdings Ltd. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Bermuda Company Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Global Crossing Holdings Ltd. Internal Address: Wessex House, 45 Reid Street Street Address: Hamilton, HM 12 Bermuda City: State: Zip: [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Bermuda Company If assignee is not domiciled in the United States, a domestic representative designation is attached: [x] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: August 3, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/817,572 B. Trademark Registration No.(s) Additional number(s) attached [] Yes [x] No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Catherine Bridge, Esq. Internal Address: Latham & Watkins Suite 4000 Street Address: 633 West Fifth Street City: Los Angeles State: CA Zip: 90071

7. Total fee (37 CFR 3.41) \$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Katherine A. Myers Name of Person Signing

[Signature] Signature

August 2, 2002 Date

Total number of pages including cover sheet, attachments, and document: 8

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

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TRADEMARK REEL: 2576 FRAME: 0618

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75/817572

TRADEMARK

In Re Assignment of: **ASIA GLOBAL CROSSING (Ser No. 75/817,572)**

Applicant : **Global Crossing Holdings Ltd.**

DOMESTIC REPRESENTATIVE DESIGNATION

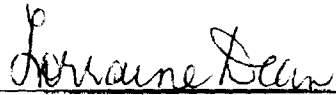
Commissioner for Patents & Trademarks
Box Assignments
Washington, D.C. 20231

Sir:

Global Crossing Holdings Ltd., with business address at Wessex House, 45 Reid Street, Hamilton, HM 12 Bermuda, hereby designates as Domestic Representative for Applicant corporation, Catherine S. Bridge and the law firm of Latham & Watkins, telephone (213) 485-1234, to transact all business in the Patent and Trademark Office in connection with the above captioned application, and as its domestic representative upon whom notices or process in proceedings affecting the registration of this mark may be served.

GLOBAL CROSSING HOLDINGS LTD.
(in provisional liquidation)

Date: 6/21/02



Name: Lorraine Dean
Title: Vice President

ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights ("**Assignment**") is made and entered into by and between Softbank AGCH Holdings Ltd., as assignor ("**Assignor**"), formerly known as Asia Global Crossing Holdings Ltd., a Bermuda company ("**AGCH**"), in favor of Global Crossing Holdings Ltd., a Bermuda company ("**GCH**"), as assignee ("**Assignee**").

WHEREAS, prior to the October 12, 2000 initial public offering of Asia Global Crossing Ltd. ("**AX**"), AGCH was owned by Microsoft Corporation, Global Crossing Ltd., and Assignor;

WHEREAS, in connection with AX's initial public offering, a restructuring occurred such that Assignor remained the sole shareholder in AGCH ("**IPO Restructuring**");

WHEREAS certain rights and assets held by and in AGCH prior to the initial public offering inadvertently remained in Assignor; and

WHEREAS the parties never intended such result.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees as follows:

1. **Definitions.** For purposes hereof, "**Proprietary Rights**" means all tangible and intangible property of Assignor arising from or relating to the trademarks listed on **Exhibit A** attached hereto, including without limitation, trademark registrations, trademark applications, and common law trademarks, service marks, trade names, trade dress, publicity rights, and all other subject matter protected under trademark, copyright and/or other laws, including without limitation all new or useful art, combinations, artwork, and designs.

2. **Assignment of Proprietary Rights.** Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to the Proprietary Rights, in the United States and all foreign countries, territories and jurisdictions, together with the goodwill of the business associated therewith, which exist and/or are held by or in Assignor as a result of the IPO Restructuring, and all common law and statutory right, title and interest in the Proprietary Rights, all royalties, payments, damages, products and proceeds resulting therefrom, all rights of registration, maintenance, renewal, enforcement and protection thereof, the right to create derivative works and all rights of recovery and of legal action for past infringements and of opposition, interference, reexamination and/or cancellation proceedings for the protection and enforcement of the Proprietary Rights, and Assignor hereby waives all moral rights with respect to the Proprietary Rights, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries in connection with the Proprietary Rights, and to secure in its own name the patents and registrations granted thereon. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee's rights to such Proprietary Rights.



3. Further Acts. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee to effect or evidence the assignment set forth in Section 2 above ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, or take such further actions, Assignor hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that an officer of Assignee, and of any successor of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorneys-in-fact, whose power is expressly coupled with an interest, with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect or evidence the assignment set forth in Section 2 above.

IN WITNESS WHEREOF, Assignor has executed and entered into this Assignment as of this 3 day of August, 2001.

Softbank AGCH Holdings Ltd., Assignor formerly known as Asia Global Crossing Holdings Ltd.

By:  _____

Name: Masayoshi Son

Title: Director



EXHIBIT A

	<i>Country</i>	<i>Trademark</i>
1	Bermuda	ASIA GLOBAL CROSSING (Application No. 0031105)
2	Hong Kong	ASIA GLOBAL CROSSING (Application No. 99/14156)
3	India	ASIA GLOBAL CROSSING (Application No. 891427)
4	Japan	ASIA GLOBAL CROSSING (Application No. 90789/1999)
5	South Korea	ASIA GLOBAL CROSSING (Application No. 41-1999-16960)
6	South Korea	EAST ASIA CROSSING (Application No. 41-2001-9866)
7	New Zealand	ASIA GLOBAL CROSSING (Application No. 602686)
8	Philippines	ASIA GLOBAL CROSSING (Application No. 4-1999-07256)
9	Singapore	ASIA GLOBAL CROSSING (Application No. 11408/99)
10	United States	ASIA GLOBAL CROSSING (Application No. 75/817,572)



Registration No. 456 of 2001

NOTARIAL CERTIFICATE

This is to certify that Ms. Naomi Yarita,
an attorney-in-fact of Mr. Masayoshi Son,
Director of Softbank AGCH Holdings Ltd.

declared in my very presence that said Mr. Masayoshi Son
had signed to the attached document and so the signature
was true and genuine.

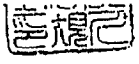
Dated this 3rd day of August, 2001



Norio Akiyama
Norio Akiyama



Notary, attached to
The Tokyo Legal Affairs Bureau.
No. 1-10, Nihombashi, Kabuto-cho,
Chuo-ku, Tokyo, Japan.



平成 13 年 登簿 第 456 号
認 証

囑託人 ソフトバンク AGCHホールディングス リミテッド
代表取締役 孫 正義 は、別添文書における署名が
自己のものに相違ない旨、代理人 鎗田奈緒美 を通じ、
本公証人に対し自認した。

よつて、これを認証する。

平成 13 年 8 月 3 日、本公証人役場において

東京都中央区日本橋兜町 1 番 10 号
東京法務局所属

公証人

秋山 規 雄
Norio Akiyama



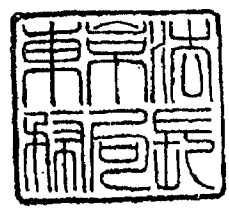
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成 13 年 8 月 3 日

東京法務局長

寶 金 敏 明



CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date AUG. 3. 2001

Toshiaki HOUKIN
Director of the Tokyo Legal Affairs Bureau

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: JAPAN

This public document

2. has been signed by Toshiaki HOUKIN

3. acting in the capacity of Director of the Tokyo Legal Affairs Bureau

4. bears the seal/stamp of

Certified

5. at Tokyo

6. AUG. 3.2001

7. by the Ministry of Foreign Affairs

8. 01 - No 002790

9. Seal/stamp:

10. Signature:

T. Mochizuki

Takeshi MOCHIZUKI

For the Minister for Foreign Affairs

