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

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DEPARTMENT OF COMMERCE J.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): Telseon IP Services, Inc. Individual(s)	
Telseon IP Services, Inc. Name: OnFiber Communications, Inc. Internal Address: Internal Address: Streat Address	
Address: Street Address: 8101 E. Prentice Ave., #250 City: Englewood, State: CO Zip: 80111 Individual(s) city: Englewood, State: CO Zip: 80111 Individual(s) citizenship Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment	
Additional name(s) of conveyance: Assignment	
A. Trademark Application No.(s) 76052071 B. Trademark Registration No.(s) 2589409 2568370 Additional number(s) attached Yes No 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jason D. Haislmaier Internal Address: 7. Total fee (37 CFR 3.41) 90 Internal Address: 90 Internal Address: 4. Deposit account number: 8. Deposit account number:	
5. Name and address of party to whom correspondence concerning document should be mailed: Name:Jason D. HaisImaier Internal Address:	
concerning document should be mailed: Name: Jason D. Haislmaier Internal Address: 7. Total fee (37 CFR 3.41) 90 Enclosed Authorized to be charged to deposit account 7	
Total fee (37 CFR 3.41)\$90 ✓ Enclosed ✓ Authorized to be charged to deposit account. Street Address: Holme Roberts & Owen LLP 8. Deposit account number:	
The second secon	
1401 Pearl St., Suite 400 082665	
City: Boulder State: CO Zip:80302 DO NOT USE THIS SPACE 9. Signature.	
Jason D. Haislmaier Name of Person Signing Signature Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to:	

10/16/2002 GTON11 00000096 76052071 Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of July 31, 2002, is made by and between Telseon IP Services, Inc., Telseon Carrier Services of Virginia, Inc., and Telseon, Inc. (collectively, "Assignor"), and Onfiber Communications, Inc. ("Assignee").

Assignor has adopted, is using, and owns the marks, names, logos and phrases listed in *Schedule A* hereto, and certain other marks, names, logos and phrases relating to the products and services offered by Assignor (collectively, the "Marks").

Assignee desires to acquire the Marks and the goodwill of the business associated therewith and all registrations and applications therefor.

- 1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in, to, and under the Marks (and any translations of the Marks) and the goodwill of the business symbolized thereby and associated therewith, and all registrations of, if any, and applications to register the Marks both in the United States and in any other country, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns.
- 2. Assignor, at Assignee's expense, agrees to execute, acknowledge and deliver assignments of the Marks and all applications and registrations therefore on appropriate forms to satisfy applicable statutory and regulatory requirements. Such assignments shall be on such forms as may be prescribed by the applicable agency or authority or, in the absence of any such requirements, as may be appropriate under the circumstances. Assignor, at Assignee's expense, agrees to take all such other action as may be necessary, advisable and appropriate to implement, register, perfect or otherwise notify all appropriate governmental agencies and authorities of the assignment contained herein. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Marks assigned hereunder.
- 3. Assignor shall provide Assignee cooperation and assistance at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, powers of attorney, specimens or other documentation as may be reasonably required):
- (a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Marks;
- (b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; and
- (c) in obtaining any additional trademark or service mark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect.
- Assigner shall not at any time do or cause to be done any act or thing which may adversely affect any rights of Assigner in and to the Marks. Assignor further agrees not to challenge the Assignee's ownership or the validity of the Marks or any application for registration thereof. Assignor and its affiliates, subsidiaries, successors, and agents, and all persons under their control shall cease all use of the Marks, and any other marks or terms which, in the opinion of Assigner, are confusingly similar to any of the Marks, within thirty (30) days of the date of this Assignment.
- 5. Assignor further agrees to deliver to Assignee upon execution of this Assignment, any and all tangible manifestations of the Marks in any form (hard copy, electronic or otherwise), including, without limitation, all applications, notes, records, files, searches, and tangible items of any sort in its possession or under its control (or in the possession or control of its legal counsel) relating to the Assigned Property. Such delivery shall include all present and

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predecessor versions. Assignor will further instruct its applicable legal counsel to provide Assignee with a docket report indicating all actions and payments due on the Marks in the six (6) months following the signing of this Assignment.

- Assignor represents and warrants to Assignee as follows: (a) Assignor has full right, power and authority to enter 6. into this Assignment and perform all of its obligations hereunder, including without limitation assignment of rights as contemplated herein; (b) neither Assignor nor any of its affiliates, subsidiaries or predecessors, nor anyone acting on their behalf, has granted any license to use the Marks or otherwise caused to be transferred or encumbered in any way any rights in the Marks; (c) none of the Marks are the subject of any claim of infringement by any third party; and (d) no suit. action or other proceeding is pending or has been threatened that relates to the Marks or that might hinder or impede the use of the Marks.
- No modification of or amendment to this Assignment, nor any waiver of any rights under this Assignment, will be effective unless in writing and signed by the parties hereto.
- 8. This Assignment will be governed and construed in accordance with the laws of the State of Colorado, as such laws apply to contracts between Colorado residents performed entirely within Colorado.
- If any provision of this Assignment is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.
- Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or 10. forfeiture of such rights.
- The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors 11. and administrators of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date set forth above.

FOR ASSIGNOR:	FOR ASSIGNEE:
TELSEON, INC.	ONFIBER COMMUNICATIONS, INC.
By:	By:
Name: John Kons	Name: Danny L. Bottoms
Title: CE	Title: MIGNAMT+ CFO
STATE OF <u>Colorado</u>) ss.	
COUNTY OF Denver) ss.	
The foregoing instrument was acknowledged before me this day of July, by Mr. Jehn Kang and Mr. Danny Bottoms, on behalf of the parties to this Assignment.	
[NOTARIAL SEAL] NOTARY MY COM	which expires June 15, 2005

SCHEDULE A MARKS

TELSEON
BECAUSE DATA SHOULD FLY

RECORDED: 10/10/2002

METALOGISTICS

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