

10-16-2002

Form PTO-1594  
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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):  
Telseon IP Services, Inc.

10-10-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: 07/31/2002

2. Name and address of receiving party(ies)

Name: OnFiber Communications, Inc.

Internal

Address:

Street Address: 8101 E. Prentice Ave., #250

City: Englewood, State: CO Zip: 80111

- 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) 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:

Street Address: Holme Roberts & Owen LLP

1401 Pearl St., Suite 400

City: Boulder State: CO Zip: 80302

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

082665

DO NOT USE THIS SPACE

9. Signature.

Jason D. Haislmaier

Name of Person Signing

Signature

10/4/02

Date

Total number of pages including cover sheet, attachments, and document: 4

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

10/16/2002 GT0N11 00000096 76052071

01 FC:8521  
02 FC:8522

40.00 OP  
50.00 OP

TRADEMARK  
REEL: 002598 FRAME: 0890

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of July 31, 2002, is made by and between TELSEON IP SERVICES, INC., TELSEON CARRIER 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.

4. Assignor shall not at any time do or cause to be done any act or thing which may adversely affect any rights of Assignee 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 Assignee, 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



**SCHEDULE A  
MARKS**

TELSEON  
BECAUSE DATA SHOULD FLY

METALOGISTICS