

11-08-2002

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

PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies): 11-102  
Williams Information Services Corporation

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

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

2. Name and address of receiving party(ies)  
Name: Williams Communications, LLC  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: One Williams Center, 41st Fl.  
City: Tulsa                      State: OK Zip: 74172

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware Limited Liability Company

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: 7/26/02

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 1485541  
2205305  
 \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Christine F. Benton  
 Internal Address: \_\_\_\_\_  
Clifford Chance US LLP  
 \_\_\_\_\_  
 Street Address: 200 Park Avenue  
 \_\_\_\_\_  
 City: New York                      State: NY                      Zip: 10166

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
18-1843

DO NOT USE THIS SPACE

9. Signature.  
Christine F. Benton  
 Name of Person Signing

Signature

October 31, 2002  
 Date

Total number of pages including cover sheet, attachments, and document: 6

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

11/07/2002 LNWELLER 00000342 181843 1485541

01 FC:8521 40.00 CH  
02 FC:8522 25.00 CH

TRADEMARK  
REEL: 002613 FRAME: 0170

## EXECUTION COPY

## ASSIGNMENT OF RIGHTS

This Assignment of Rights Agreement ("Agreement") is entered into this 26th day of July, 2002 between Williams Information Services Corporation, a Delaware corporation ("Assignor") and Williams Communications, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, as of July 26, 2002, Assignee filed with the Bankruptcy Court in a chapter 11 case pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") its first amended chapter 11 plan of reorganization (the "Plan"); and

Whereas, Assignor may have certain intellectual property rights in the trademarks "WilTel" and "WilTel Turns Up Worldwide" (the "Marks"); and

Whereas, Assignor desires to quitclaim to Assignee any and all right, title, and interest it may have in and to the Marks and Assignee desires to obtain Assignor's right, title and interest in and to the Marks.

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound thereby, agree that upon the occurrence of the Effective Date (as such term is defined in the Plan) the following shall occur:

1. Assignor shall (and hereby does) quitclaim, grant, sell, and convey to Assignee, and Assignee accepts, any and all worldwide right, title, and interest, that Assignor may have in and to the Marks, including the associated goodwill, common law rights and the US registrations 1485541 and 2205305 and the Canadian registration TMA53190.
2. Assignor represents and warrants that it has not taken any actions that would have a material adverse effect on any rights assigned hereunder. Except for the registration of the wittel.com domain in the name of a WorldCom subsidiary, Assignor is not aware of any restrictions on the use by Assignee of the Marks.
3. Assignor shall, from time to time subsequent to the Effective Date, at the request and expense of Assignee, execute and deliver all such instruments or documents, including without limitation, all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as Assignee, acting reasonably, may from time to time request be executed or done in order to better evidence, perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby, including, but not limited to, using good faith efforts to memorialize the termination of the license of the Marks to Williams Telecommunications Group, Inc. and WilTel, Inc. (purchased by LDDS Communications, Inc.) granted in the Trademark License Agreement dated August 21, 1994, and cooperating in any disputes between WorldCom and Assignee regarding the Marks and issues related to the Marks, including, but not limited to, those relating to wittel.com.
4. Assignor agrees that a logo formed by removing the word "Williams" or "Williams Communications" from the current Williams Communications ribbon logo (attached) and replacing it with
  - (a) "WilTel" or "WilTel Communications" or
  - (b) any other name that is not itself confusingly similar to "Williams"

by Assignee is not confusingly similar to the Williams double ring logo (USPTO Reg. # 2,440,706).

5. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AMENDMENT, ASSIGNOR DISCLAIMS ALL WARRANTIES, INCLUDING ANY STATUTORY OR IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MARKETABLE TITLE, OR NON-INFRINGEMENT.

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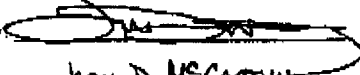
6. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to the conflicts of laws principles thereof.

7. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as evidenced by their signatures below.

Williams Information Services Corporation

Williams Communications, LLC

By: 

By: \_\_\_\_\_

Name: JACK D. MCCARTHY

Name: \_\_\_\_\_

Title: VICE PRESIDENT,

Title: \_\_\_\_\_

CHIEF FINANCIAL OFFICER



JUL.25.2002 7:30PM

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**EXECUTION COPY**

6. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to the conflicts of laws principles thereof.

7. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as evidenced by their signatures below.

Williams Information Services Corporation

Williams Communications, LLC

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Howard E. Janzen

Title: \_\_\_\_\_

Title: President & CEO



**TRADEMARK**