



1. Name of conveying party(ies):
AerComm, Inc.
 -
 11-2102
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation Maryland
 Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies):
 Name: General Fiber Communications, Inc.
 Address: One First Avenue, Suite 100
Conshohocken, Pennsylvania 19428
 Individual(s) citizenship: _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation Delaware
 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) & addresses attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
 Execution Date: April 17, 2002

A. Trademark Application No.(s)			Trademark Registration No.(s)
<u>76/209,386</u>	76/205,485	76/205,479	2,368,678
76/205,488	76/205,484	76/205,477	
76/205,486	76/205,483	76/205,487	
Additional Numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Mark N. Mutterperl
 Internal Address: Fulbright & Jaworski L.L.P.
 Street Address: 666 Fifth Avenue
 City: New York State: NY Zip: 10103

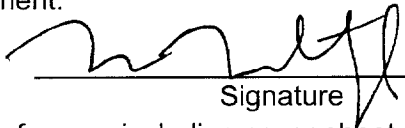
6. Total number of applications and registration involved: 10
 7. Total fee (37 CFR 3.41) \$ 290.00
 Enclosed
 Authorized to be charged to deposit account in the event of insufficiency of check

12/16/2002 GTOM11 00000119 76209386
 01 FC:8521 40.00 OP
 02 FC:8522 225.00 OP

8. Deposit account number:
[NUMBER] 50.0624-Order No. 10204948
 (Attach duplicate copy of this page if paying by deposit account)

Repln. Ref: 12/16/2002 GTOM11 0010563100
 ID#: 500624 Name/Number: 76209386
 FC: 9204 \$25.00 CR

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Mark N. Mutterperl 
 Name of Person Signing Signature
November 19, 2002
 Date
 Total number of pages including cover sheet and attachments 1

TRADEMARK ASSIGNMENT

WHEREAS, AEROCOMM, INC., a corporation organized under and pursuant to the laws of United States of America having its offices at 3230 E. Broadway Road, Suite 200, Phoenix, Arizona 85040 (hereinafter referred to as Assignor), has adopted and is using the Marks set forth in SCHEDULE A hereof, one of which is registered with the United States Patent and Trademark Office and some or all of which have been widely used throughout all or parts of the United States; and

WHEREAS, GENERAL FIBER COMMUNICATIONS, INC., a corporation organized under and pursuant to the laws of United States of America having its offices at One First Avenue, Suite 100, Conshohocken, Pennsylvania 19428 (hereinafter referred to as Assignee), desires to acquire the Marks and the goodwill associated with the Marks pursuant to that certain Asset Purchase Agreement entered into as of April 10, 2002, by and among International FiberCom, Inc., certain subsidiaries of International FiberCom, Inc., IFCI Acquisition Corp and its assignees.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the Marks, along with any registrations for said Marks owned by Assignor and all of its right, title, and interest to said Marks not presently registered, as set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world (if any), including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of this Assignment, the Assignor reasonably believes it is the sole and lawful owner of the entire right, title, and interest in and to the said

Marks, registrations and applications, has received no challenge to such ownership from any third party, and reasonably believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith, that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to confirm and/or record the assignment of said Marks and registrations thereof to the Assignee, its successors, legal representatives, and assigns, at the expense of the Assignee.

IN WITNESS WHEREOF, AEROCOMM, INC., and GENERAL FIBER COMMUNICATION, INC. have caused this Assignment to be executed as of April 17, 2002 by their respective officers thereunto duly authorized.

Bjorn

AEROCOMM, INC.

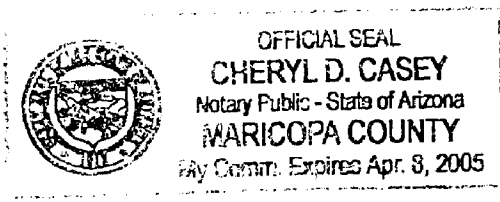
By: *Peter Wong*
Name:
Title:

GENERAL FIBER COMMUNICATIONS, INC.

By: *[Signature]*
Name:
Title:

United States of America)
State of Arizona) ss.:
County of Maricopa)

On this 17th day of April, 2002, before me
Personally came Peter Wong and Paul Bridge, to me known to be the individual
Described in and who executed the foregoing instrument, and acknowledged execution
of the same.



Cheryl D. Casey
Notary Public

SCHEDULE A

REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS

REGISTRATIONS:

Mark	Registration Number	Date Registered	Serial Number	Filing Date
TUNNEL-LINC	2,368,678	July 18, 2000	75/788,206	August 30, 1999

APPLICATIONS:

Mark	Serial Number	Filing Date
BREAKING WIRELESS BARRIERS	76/209,386	February 14, 2001
ENTERPRISE/LINK	76/205,488	February 5, 2001
TUNNEL/LINK	76/205,487	February 5, 2001
BUILDING/LINK	76/205,486	February 5, 2001
TOWER/LINK	76/205,485	February 5, 2001
NETWORK/LINK	76/205,484	February 5, 2001
TRANSIT/LINK	76/205,483	February 5, 2001
TRAIN/LINK	76/205,479	February 5, 2001
SAFETY/LINK	76/205,477	February 5, 2001

COMMON LAW MARKS:

- None