



01-02-2003



102326071

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

PATENT & TRADEMARK OFFICE  
(Rev. 10/01)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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): Williams Communications, LLC *17-1762*  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other Limited Liability Company  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: WiiTel Communications Group, Inc.  
Internal Address: Mail Drop TC 15B  
Street Address: One Technology Center  
City: Tulsa State: OK Zip: 74103  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Nevada  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other  
Execution Date: 10/15/02

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 1485541;  
2205305  
Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Carol A. Ranck, CLAS  
Internal Address: Mail Drop TC 15B  
Street Address: One Technology Center  
City: Tulsa State: OK Zip: 74103

7. Total fee (37 CFR 3.41)..... \$ 200.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
1/2002 DBYRNE 00000027 1485541  
C:8521 40.00 OP  
C:8522 25.00 OP  
Name of Person Signing: Jan Gulbis, Attorney  
Signature: *Jan Gulbis*  
Date: 11-6-02  
Total number of pages including cover sheet, attachments, and document: 6

nd Ref: 1/2002 DBYRNE 0000123293

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

CHECK Refund Total: \$135.00

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, effective as of October 15, 2002, between and among The Williams Companies, Inc. ("TWC"), a Delaware corporation, Williams Information Technology, Inc. (f/k/a Williams Information Services Corporation) ("WIT"), a Delaware corporation, Williams Headquarters Building Company ("WHBC"), a Delaware corporation, Williams Relocation Management, Inc. ("WRM"), a Delaware corporation, Williams Communications Group, Inc. ("Old WCG"), a Delaware corporation, WilTel Communications Group, Inc. ("New WCG"), a Nevada corporation, and Williams Communications, LLC ("WCL"), a Delaware limited liability company.

WHEREAS, on April 22, 2002, Old WCG and CG Austria, Inc. ("CGA"), a Delaware corporation, filed a voluntary petition under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court in the Southern District of New York (the "Bankruptcy Court");

WHEREAS, TWC and Old WCG are parties to that certain Settlement Agreement (capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 1 hereof);

WHEREAS, Section 1(c)(i) of the Settlement Agreement provides that Old WCG shall assume and assign each TWC Continuing Contracts (as defined in the Settlement Agreement) to which it is a party to New WCG;

WHEREAS, the parties have further agreed that WCL shall assign that certain WilTel Rights Agreement with respect to TWC's intellectual property rights in the trademarks "WilTel" and "WilTel Turns Up Worldwide" to New WCG;

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

### **1. Definitions:**

(a) "Assigned Agreements" means (i) the agreements set forth in Exhibit 1 hereto, including any amendments to such agreements, and (ii) all agreements and exhibits related to or incorporated by the agreements set forth in Exhibit 1 that were entered into to implement the transactions contemplated by the agreements set forth in Exhibit 1 (including, without limitation, assignment and assumption agreements and bills of sale) to which Old WCG is a party, guarantor, transferor, transferee, or intended beneficiary, but excluding any agreements terminated by, or rejected pursuant to, the Settlement Agreement or the Plan.

(b) "Effective Date" means the date first set forth above.

(c) “Plan” means the Second Amended Joint Plan of Reorganization of Old WCG and CGA, as amended, as confirmed by the Bankruptcy Court on September 30, 2002 pursuant to that certain Order Confirming the Plan.

(d) “Settlement Agreement” means the Settlement Agreement entered into as of July 26, 2002, as amended, among TWC, Old WCG, CGA, the official committee of unsecured creditors appointed in Old WCG’s and CGA’s bankruptcy proceedings, and Leucadia National Corporation.

(e) “TWC Parties” means TWC, WHBC, WIT, and WRM.

(f) “WCG Parties” means Old WCG, New WCG, and WCL.

(g) “WilTel Rights Agreement” means the Assignment of Rights Agreement entered into on July 26, 2002 ,between WIT and WCL.

## **2. Assignment and Assumption of Assigned Agreements:**

In accordance with the Plan and the Settlement Agreement:

(a) Old WCG hereby transfers, conveys, and assigns to New WCG all of its rights, title, obligations, liabilities and interest in, to, and under the Assigned Agreements as of the Effective Date;

(b) To the full extent of the above transfer, conveyance, and assignment, New WCG hereby assumes all of Old WCG’s rights, title, obligations, liabilities, and interest in, to, and under the Assigned Agreements, agrees to be bound by all covenants and agreements of Old WCG under the Assigned Agreements and to pay, perform, and discharge all obligations of Old WCG under the Assigned Agreements; and

(c) Each of the TWC Parties hereby consents to the assignments and assumptions set forth in this Section 2.

## **3. Assignment and Assumption of WilTel Rights Agreement.**

In accordance with the Plan and the Settlement Agreement:

(a) WCL hereby transfers, conveys, and assigns to New WCG all of its rights, title, obligations, liabilities and interest in, to, and under the WilTel Rights Agreement as of the Effective Date;

(b) To the full extent of the above transfer, conveyance, and assignment, New WCG hereby assumes all of WCL’s rights, title, obligations, liabilities and interest in, to and under the WilTel Rights Agreement, agrees to be bound by all covenants and agreements of WCL under the WilTel Rights Agreement and to pay, perform and discharge all obligations of WCL under the WilTel Rights Agreement; and

(c) WIT hereby consents to the assignment and assumption set forth in this Section 3.

**4. Prior Claims Not Revived.** Nothing in this Assignment and Assumption Agreement shall be deemed as reviving any claim waived, released, discharged, or compromised pursuant to the Settlement Agreement, the Agreement for the Resolution of Continuing Contract Disputes entered into as of July 26, 2002, among TWC, WCG, and WCL, or any other agreements of any of the parties.

**5. Representations and Warranties.** Each of the TWC Parties hereby represents and warrants to the WCG Parties, and each of the WCG Parties hereby represents and warrants to the TWC Parties, that (a) each has the capacity to enter into this Assignment and Assumption Agreement and to perform its obligations hereunder and (b) this Assignment and Assumption Agreement constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms, except as affected by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or affecting creditors' rights generally.

**6. Further Assurances.** Each party to this Assignment and Assumption Agreement shall execute such other documents, make such filings, and take such other actions as another party hereto may reasonably request from time to time as required to effectuate, demonstrate, and record the assignments and assumptions made pursuant to this Assignment and Assumption Agreement.

**7. Severability.** Any provision of this Assignment and Assumption Agreement that is determined by a court of competent jurisdiction to be prohibited or unenforceable shall, with respect to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**8. Amendments.** None of the terms or provisions of this Assignment and Assumption Agreement may be waived, amended, supplemented or otherwise modified, except by a written instrument executed by (a) the TWC Parties affected thereby and (b) the WCG Parties affected thereby.

**9. Section Headings.** The section headings used in this Assignment and Assumption Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

**10. Governing Law.** This Assignment and Assumption Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to New York's conflicts of law principles.

**11. Counterparts.** The parties may execute this Assignment and Assumption Agreement in any number of separate counterparts (including by facsimile transmission),

and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**12. Performance by WCL.** New WCG may perform any of its obligations under the Assigned Agreements or the WilTel Rights Agreement by causing WCL to perform such obligations. To such extent, both New WCG and WCL shall be jointly and severally obligated and liable for such performance.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be duly executed and delivered as of the Effective Date.

**THE WILLIAMS COMPANIES,  
INC.**

By: [Signature]

Title: Senior Vice President and  
Chief Financial Officer

**WILLIAMS INFORMATION  
TECHNOLOGY, INC.**

By: [Signature]

Title: Vice President and Chief  
Financial Officer

**WILLIAMS HEADQUARTERS  
BUILDING COMPANY**

By: [Signature]

Title: Vice President

**WILLIAMS RELOCATION  
MANAGEMENT, INC.**

By: [Signature]

Title: Vice President

**WILLIAMS COMMUNICATIONS  
GROUP, INC.**

By: [Signature]

Title: Group Executive, Corporate  
Development and Finance  
Assistant Secretary

**WILTEL COMMUNICATIONS  
GROUP, INC.**

By: [Signature]

Title: Vice President

**WILLIAMS COMMUNICATIONS,  
LLC**

By: [Signature]

Title: Executive, Corporate  
Development and Finance  
Assistant Secretary

## Guidelines for Completing Trademarks Cover Sheets

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

### Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

### Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. If the receiving party is an assignee not domiciled in the United States, a designation of domestic representative is required. Place a check mark in appropriate box to indicate whether or not a designation of domestic representative is attached. Enter a check mark in the "No" box if no information is contained on an attached page.

### Item 3. Nature of Conveyance.

Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. Enter the execution date of the document. The execution date should be entered in the following format: MM/DD/YYYY,

### Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

### Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

### Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

### Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and trademark against which the document is recorded.

### Item 8. Deposit account Number.

Enter the deposit account number to authorize charges. Attach a duplicate copy of cover sheet to be used for the deposit charge account transaction.

### Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, Crystal Gateway 4, Room 310, 1213 Jefferson Davis Highway, Arlington, Va. 22202. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C., 20231.