



01-02-2003
102326178

Form PTO-158
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼

U.S. 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):

Williams Information Services Corporation

12-17-02

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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: 7/26/02

2. Name and address of receiving party(ies)

Name: Williams Communications, LLC

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
- Other 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

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

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

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 200.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12/31/2002 DBYRNE 00000026 1485541

DO NOT USE THIS SPACE

9. Signature.

40.00 OP
25.00 OP

Jan Gulbis, Attorney
Name of Person Signing

Jan Gulbis
Signature

11-6-02
Date

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

Refund Ref: 12/31/2002 DBYRNE 0000123292

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

TRADEMARK
REEL: 002641 FRAME: 0122

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 "WiTel" and "WiTel 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 wiltel.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 WiTel, 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 wiltel.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) "WiTel" or "WiTel 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 NONINFRINGEMENT.

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



EXECUTION COPY

5. 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