



05-16-2003



102444297

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

5, 14, 03

Form PTO-1594 (Rev. 10/02)
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):
Chadmoore Wireless Group, Inc. (2875 East Patrick Lane, Suite G, Las Vegas, NV 89120)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
Name: Nextel Finance Company
Internal Address: _____
Street Address: 2001 Edmund Halley Drive
City: Reston State: VA Zip: 20191

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 02/07/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 see attached
 B. Trademark Registration No.(s) _____
 see attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Fitch, Even, Tabin & Flannery
 Internal Address: (Attn: Edward W. Gray, Jr.)

 Street Address: Suite 401L, 1801 K Street, NW

 City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 06-1135

DO NOT USE THIS SPACE

9. Signature.
 05/16/2003 LMUELLER 00000118 061135 75493215
 01 FC:8523 120.00 CH
 Edward W. Gray, Jr.
 Name of Person Signing

Edward W. Gray Signature

 May 13, 2003 Date

05/16/2003 LMUELLER 00000115 061135 75493215 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

01 FC:8521 40.00 CH
 02 FC:8522 375.00 CH

4. Application No.(s) or Registration No. (s)

A. Trademark Application No. (s)

B. Trademark Registration No.(s)

75/493,215
75/493,209
75/493,210
75/493,392
75/493,389
75/493,390
75/247,268

75/493,212
75/493,214
75/493,386
75/493,385
75/493,213
75/493,388
75/493,211
75/493,208
75/247,262

2,287,487
2,287,488
2,287,490
2,288,745
2,295,428
2,295,429
2,325,401
2,295,427
2,302,445

FAX: 202-419-7007

PHONE: 202-419-7002

ASSIGNMENT OF INTELLECTUAL PROPERTY

Assignment of Intellectual Property by Chadmoore Wireless Group, Inc., ("ASSIGNOR"), a corporation organized under the laws of Colorado having a principal business located at 2875 East Patrick Lane, Suite G, Las Vegas, NV 89120, to Nextel Finance Company ("ASSIGNEE") a corporation organized under the laws of Delaware having a principal business located at 2001 Edmund Halley Drive, Reston, Virginia 20191, dated February 7, 2002 ("Effective Date"). ASSIGNEE has succeeded to the business, assets and appurtenant goodwill of ASSIGNOR pursuant the Asset Purchase Agreement between ASSIGNOR and ASSIGNEE dated August 21, 2000, as amended to date.

A. Trademarks

ASSIGNOR is the owner of the following trademarks or service marks for which applications may be now pending or registrations may have issued (the "Trademarks") in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Serial No./ Registration No.</u>	<u>Date of Filing / Registration</u>
"Teamlink"	2,287,487	October 19, 1999
"Teamlink—Connecting Your Business"	2,287,488	October 19, 1999
"Teamlink Power To Talk"	2,287,490	October 19, 1999
"Team Link Power To Talk" and Design Radio Tower Design Only	2,288,745	October 26, 1999
"Team Link" and Design	2,295,427	November 30, 1999
"Team Link Connecting Your Business" and Design	2,295,428	November 30, 1999
"Power To Talk Communications"	2,295,429	November 30, 1999
"PTT" and Design	2,302,445	December 21, 1999
"Fleetlink Connecting Your Business" and design	2,325,401	March 7, 2000
"Fleet Link Power to Talk" and design	75/493215	May 29, 1998
"Fleetlink—Power to Talk"	75/493209	May 29, 1998
"Fleetlink—Connecting Your Business"	75/493210	May 29, 1998
"Fleet Link"	75/493392	May 29, 1998
"Fleet Link" and Design	75/493389	May 29, 1998
"PTT Communications"	75/493390	May 29, 1998
	75/247268	February 25, 1997

B. Trade Names

ASSIGNOR is the owner of the following Trade Names:

PTT Communications, Inc.
General Communications
Airtel, Inc.
Chadmoore Communications, Inc.
Chadmoore Communications of Tennessee

C. Domain Name Registration

ASSIGNOR is the owner of the following Domain Name Registration:

www. Chadmoore.com

D. Intellectual Property

"Intellectual Property" shall mean the aforesaid Trademarks, Trade Names and Domain Name Registration listed in Sections A through C.

E. Assignment

ASSIGNOR, hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in ASSIGNEE or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Intellectual Property that may have accrued in ASSIGNOR's favor from the respective date of first use of any of the Intellectual Property from the Effective Date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign unto ASSIGNEE all right, title and interest in and to said Intellectual Property including any applications, registrations, extensions and reissuances in the United States, together with the common law rights and the good will of the business symbolized by the Intellectual Property, and together with the right to recover for damages and profit from past infringement thereof, if any.

The Commissioner of Patents and Trademarks is requested to issue the certificates of registration to the ASSIGNEE.

ASSIGNOR

By: 

Name: Robert W. Moore

Title: President / CEO