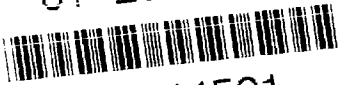


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102344501 TRADEMARKS ONLY

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):

AT&T CORP.

1-23-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10-24-2002

2. Name and address of receiving party(ies)

Name: AT&T BROADBAND, LLC

Internal Address:

Street Address: 188 INVERNESS DRIVE WEST

City: ENGLEWOOD State: CO Zip: 80122

- 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) SEE SCHEDULE A ATTACHED HERETO.

B. Trademark Registration No.(s) SEE SCHEDULE A ATTACHED HERETO.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES, INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Jackie Lee Name of Person Signing

Jackie Lee Signature

1-22-03 Date

Total number of pages including cover sheet, attachments, and document: 8

01/24/2003 6TOM11 00000048 78042129 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 DP 02 FC:8522 150.00 DP

FINAL

SCHEDULE A

<i>Country</i>	<i>Trademark Name</i>	<i>Status</i>	<i>Appl. #</i>	<i>File Date</i>	<i>Reg. #</i>
<i>United States of America</i>					
	ABOUT TODAY AND TOMORROW	Published	78042129	08-Jan-2001	
	BROADBAND BUCKS	Published	78044414	23-Jan-2001	
	GLOBAL THINKING. LOCAL SHOPPING.	Pending	78028798	03-Oct-2000	
	INTERNET ICON LOGO (MISCELLANEOUS DESIGN)	Pending	76230452	26-Mar-2001	
	MOUSE ICON LOGO (MISCELLANEOUS DESIGN)	Pending	76230451	26-Mar-2001	
	PRECISIONCAST	Pending	78063877	18-May-2001	
	TELEPHONE ICON LOGO (MISCELLANEOUS DESIGN)	Pending	76230450	26-Mar-2001	

Thursday, October 04, 2001

TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT, dated as of October 24, 2002, is from AT&T CORP., a New York corporation, 32 Avenue of the Americas, New York, New York 10013-2412 ("AT&T") to AT&T Broadband, LLC, a limited liability company organized under the laws of the State of Delaware, 188 Inverness Drive West, Englewood, Colorado, 80122 ("ASSIGNEE"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article 1 hereof.

WHEREAS, this Trademark And Service Mark Assignment (the "ASSIGNMENT") transfers to ASSIGNEE all of the ASSIGNED MARKS.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

ASSIGNED MARKS means those common law MARKS which have been exclusively developed, exclusively owned, exclusively used or exclusively intended to be used by ASSIGNEE or Media One Group Inc., each of them or each of their subsidiaries or divisions and solely the registrations and applications set forth on Schedule A to this ASSIGNMENT and solely the domain names set forth on Schedule B to this ASSIGNMENT; provided, however, ASSIGNED MARKS do not include any MARKS which consist or comprise AT&T, ATT, AT&T's globe design MARK, or any

other MARKS which form the subject matter of any registrations, applications or domain names owned by AT&T other than the registrations and applications listed in Schedule A and the domain names listed in Schedule B to this ASSIGNMENT.

MARKS means any word, name, corporate name, trade name, mark, trademark, service mark, symbol, device, trade dress, or any other indicia of origin or any combination thereof.

ARTICLE II

ASSIGNMENT

2.1 AT&T hereby irrevocably transfers and assigns to ASSIGNEE all of its rights, title and interest in and to the ASSIGNED MARKS in the United States and throughout the world, any common law or copyright rights relating to the ASSIGNED MARKS, the goodwill of the business represented by the ASSIGNED MARKS, and the right to sue for any past and future infringement or passing off of the ASSIGNED MARKS.

2.2 AT&T will neither use nor attempt to register any ASSIGNED MARK or any confusingly similar mark for so long as said ASSIGNED MARK has not been abandoned by ASSIGNEE. AT&T shall not oppose, attempt to cancel or in any way challenge any applications or registrations for the ASSIGNED MARKS.

2.3 AT&T agrees that upon request it will, at any time without charge to ASSIGNEE but at ASSIGNEE'S expense, sign and deliver all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient to effect transfer and recordal of the ASSIGNED MARKS to ASSIGNEE, including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights

and for securing and maintaining the ASSIGNED MARKS in any and all countries and for vesting title thereto in ASSIGNEE (including but not limited to the transfer of all prosecution files and databases for the ASSIGNED MARKS).

[Corporate Seal]

AT&T CORP.

By: 

Name: Robert J. Feit

Title: Vice President - Law and
Secretary

ACKNOWLEDGMENT

STATE OF NEW JERSEY)

SS:

COUNTY OF ~~SOMERSET~~
MORRIS

I CERTIFY that on October 24, 2002, Robert S. Feit personally came

before me and this person acknowledged under oath, to my satisfaction that:

- a) this person signed, sealed and delivered the attached Trademark and Service Mark Assignment as Vice President of AT&T Corp., and
- b) the proper corporate seal was affixed; and
- c) this Trademark and Service Mark Assignment was signed and made by AT&T Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Michele Lusquinos

Name

Notary Public

My Commission Expires:

[Notarial Seal]

MICHELE LUSQUINOS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 17, 2005

SCHEDULE A

<i>Country</i>	<i>Trademark Name</i>	<i>Status</i>	<i>Appl. #</i>	<i>File Date</i>	<i>Reg. #</i>
<i>United States of America</i>	ABOUT TODAY AND TOMORROW	Published	78042129	08-Jan-2001	
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	PRECISIONCAST	Pending	78063877	16-May-2001	
	TELEPHONE ICON LOGO (MISCELLANEOUS DESIGN)	Pending	76230450	26-Mar-2001	

Thursday, October 04, 2001

SCHEDULE B

[No domains identified]