

Form PTO-1504
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy hereof.

1. Name of conveying party(ies):
BRITISH TELECOMMUNICATIONS PLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other England and Wales
Limited Liability Company

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

2. Name and address of receiving party(ies):

Name: O2 LIMITED
Address: 5 Longwalk Road, Stockley Park East
Uxbridge, Middlesex, UB11 1TT

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other England 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) & addresses attached?
 Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: September 18, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/139,092 B. Trademark Registration No.(s)

Additional Numbers attached? Yes No

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

Name: Diana Sullivan

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

Tel: (212)813-5900; Fax: (212) 813-5901

6. Total number of applications and registration involved:.....1

7. Total fee (37 CFR 3.41) \$ 40.00

Authorized to be charged to deposit account

8. Deposit account number:
23-0825-0576900 ; Docket: 0008364

(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.

Nancy C. DiConza Nancy C. DiConza Date 7/29/03
Name of Person Signing Signature

Total number of pages comprising cover sheet:

CH \$40.00 230825 76139092

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.: 76/139,092
Mark: **WORLDVIEW**
Filing Date: October 2, 2000
Class: 9, 36 and 38
Our Ref: B01-0008364

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Director of the U.S. Patent and Trademark Office
2900 Crystal Drive
Arlington, Virginia 22202-3514

Sir:

O2 LIMITED, a limited company organized and existing under the laws of the United Kingdom, with an address at Wellington Street, Slough, Berkshire, SL1 1YP the owner of the above-identified trademark application, hereby appoints the firm Fross Zelnick Lehrman & Zissu P.C., attorneys at law, of 866 United Nations Plaza, New York, New York 10017 (telephone 212-813-5900), its attorneys and representative upon whom notices or process in proceedings affecting the above-identified mark may be served.

O2 LIMITED

By: FRANCESCA NINOTZBE
Name: FRANCESCA NINOTZBE BT GROUP LEGAL
Title: FULLY AUTHORIZED AGENT
Date of Signature: 16 JUNE 2003

18th ~~September~~ 2001

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BRITISH TELECOMMUNICATIONS PLC

O₂ LIMITED

ASSIGNMENT OF TRADE MARKS AND
DOMAIN NAMES

CERTIFIED A TRUE AND COMPLETE
COPY OF THE ORIGINAL

Freshfields Bruckhaus Deringer

FRESHFIELDS BRUCKHAUS DERINGER

65 Fleet Street
London EC4Y 1HS



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ASSIGNMENT OF TRADE MARKS AND DOMAIN NAMES made on 28th Septe.
2001

BETWEEN:

- (1) BRITISH TELECOMMUNICATIONS PLC (company number 01800000) a company incorporated in England whose registered office is at 81 Newgate Street, London EC1A 7AJ (*Assignor*); and
- (2) O₂ LIMITED (company number 02604354) a company incorporated in England whose registered office is at 5 Longwalk Road, Stockley Park East, Uxbridge, Middlesex, UB11 1TT (*Assignee*).

WHEREAS

- (A) In connection with the creation of the Assignee's company group, the Businesses have been (or will be) transferred to the Assignee.
- (B) The Assignor is the legal and beneficial owner, and registered proprietor, of the Trade Marks and is the applicant in relation to the Trade Mark applications. The Assignor has agreed to assign all of its rights, title and interest in the Trade Marks (whether registered or applications) to the Assignee.
- (C) The Assignor, or another member of the BT Group, may own certain rights, title and interest in, and be the registered proprietor of, the Domain Names. The Assignor has agreed to transfer and assign, or procure the transfer and assignment of, all rights, title and interest of the Assignor and other members of the BT Group in the Domain Names, to the Assignee.

IT IS AGREED AS FOLLOWS:

- 1.1 The following words shall have the following meanings in this Agreement:

(REDACTED)



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(REDACTED)

Trade Marks means the trade marks set out in Schedule 1, together with any trade marks assigned pursuant to Clause 3.

1.2 The expressions Assignor and Assignee include their respective successors and permitted assigns.

1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.4 Unless the context otherwise requires, singular shall include the plural and vice versa.

1.5 References to Clauses and Schedules shall be to clauses and schedules respectively in this Agreement.

1.6 References to enactments or statutory provision are references to them as they may have been, or may be, from time to time, amended, modified, consolidated or re-enacted.

TRADEMARK
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1.7 The Schedules comprises schedules to this Agreement and form part of this Agreement.

1.8 References to the words "including" or "include" shall be construed to mean "including without limitation" or "include without limitation", as appropriate.

ASSIGNMENT

2.1 With effect from the Effective Date, and in consideration of (REDACTED) (receipt of which is hereby acknowledged), the Assignor hereby assigns and transfers to the Assignee:

- (a) with full title guarantee all of its rights, title and interest, both legal and beneficial in the Trade Marks, together with any and all goodwill and statutory and common law rights attaching thereto, including the right to sue for damages and other remedies in respect of any infringement, misuse or unfair competition in respect of any of the Trade Marks which may have occurred prior to the Effective Date and to retain any damages obtained as a result of any such action; and
- (b) all of its rights, title and interest in the Domain Names.

WRONG POCKETS CLAUSE

3.1. The Assignor hereby agrees on or after the Effective Date, with full title guarantee, promptly to assign and transfer to the Assignee, (or from within the BT-Group to procure the assignment and transfer to the Assignee of) all right, title and interest of all companies within the BT Group in any and all previously unidentified domain names other than the Domain Names, and trade marks other than the Trade Marks, which:

- (a) the Assignee can demonstrate to the Assignor's reasonable satisfaction were used as at the Effective Date exclusively in connection with the Business; and
- (b) are not Excluded Rights.

FURTHER ASSURANCE

4.1 The Assignor shall, at the Assignee's sole and entire expense, execute such further documents and do or not do such further acts as the Assignee may reasonably request from time to time to give effect to this Agreement including:

- (a) executing such documents as may be reasonably required by the Assignee to effect the recordal of the Assignee as owner of the Trade Marks and Domain Names; and
- (b) assisting the Assignee to effect the change over of any domain name server in respect of the Domain Names.

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EDACTED)



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(REDACTED)

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THIRD PARTIES

8.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

SEVERABILITY

9.1 If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

LAW AND JURISDICTION

10.1 This Agreement is governed by and shall be construed in accordance with the laws of England, and both parties hereby irrevocably submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of this Agreement.

AS WITNESS this Agreement has been signed on behalf of the parties the day and year first before written.

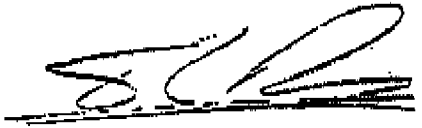


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SIGNED by for and on behalf of
BRITISH TELECOMMUNICATIONS PLC
in the presence of:
JOANNA WADHAM
81 NEWGATE ST
LONDON EC1A 7AJ

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)
AUSA Ritchie
ALISON RITCHIE

SIGNED by for and behalf of
O2 LIMITED in the presence of:
JOANNA WADHAM
81 NEWGATE ST
LONDON
EC1A 7AJ

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)
)

STEPHEN PRIOR

FILE NO.	COUNTRY OR ORIGIN	WORLDVIEW	BT	APPROVAL	APPROVAL	APPROVAL	APPROVAL	APPROVAL	APPROVAL	APPROVAL
C35558	Hong Kong	WORLDVIEW	BT	2000/18920		23-Aug-00				
C35558	Hong Kong	WORLDVIEW	BT	2000/18921		23-Aug-00				
C35558	Hong Kong	WORLDVIEW	BT	2000/18922		23-Aug-00				
C35558	Japan	WORLDVIEW	BT	2000-105672		27-Sep-00				
C35558	Republic of Korea	WORLDVIEW	DT	43452000		06-Sep-00				
C35558	Mexico	WORLDVIEW	BT	446932		11-Sep-00				
C35558	Mexico	WORLDVIEW	BT	446933		11-Sep-00				
C35558	Mexico	WORLDVIEW	BT	446934		11-Sep-00				
C35558	Malaysia	WORLDVIEW	BT	2000/12678		12-Sep-00				
C35558	Malaysia	WORLDVIEW	BT	2000/12679		12-Sep-00				
C35558	Malaysia	WORLDVIEW	BT	2000/12677		12-Sep-00				
C35558	Norway	WORLDVIEW	BT	2000/09997		21-Aug-00				
C35558	New Zealand	WORLDVIEW	BT	622509		05-Sep-00				
C35558	New Zealand	WORLDVIEW	BT	622510		05-Sep-00				
C35558	New Zealand	WORLDVIEW	BT	622511		05-Sep-00				
C35558	Singapore	WORLDVIEW	BT	10015646C		05-Sep-00				
C35558	Singapore	WORLDVIEW	BT	10015647A		05-Sep-00				
C35558	Singapore	WORLDVIEW	BT	10015648Z		05-Sep-00				
C35558	Slovak Republic	WORLDVIEW	BT	19327214						
C35558	Taiwan	WORLDVIEW	BT	89-50410						
C35558	Taiwan	WORLDVIEW	BT	89-50412						
C35558	U.S.A.	WORLDVIEW	BT	76119092		02-Oct-00				
C35594	United Kingdom	WORLDVIEW	BT	2246250	2246250	21-Sep-00	21-Sep-00	21-Sep-00	21-Sep-00	1