

Form PTO 1094  
(Rev. 6-03)  
OMR No. 0851-0011 (exp. 4/04)

# 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 thereof.

1. Name of conveying party(ies):

**APTEGRITY, INC.**

- Individual(s)
- General Partnership
- Corporation- 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: October 31, 2003

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

Name: **GLOBIX CORPORATION**

Address: **139 Centre Street  
New York, NY 10013**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other

If assignor 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 Applications

Mark	Serial No.
APTEGRITY	2,672,701
MINDING YOUR E-BUSINESS	2,431,101

B. Trademark Registrations

Mark	Reg. No.
APTEGRITY	2,672,701
MINDING YOUR E-BUSINESS	2,431,101

Additional numbers attached?  Yes  No

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

Name: Darby & Darby P.C.

Street Address: Post Office Box 5257

City: New York State: New York Zip: 10150-5257

**OUR REF. NO.: 02193/3200134/3200135**

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41):.....\$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04-0100

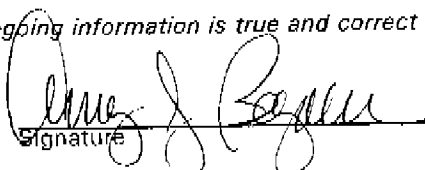
(Attach duplicate copy of this page if paying by deposit account)

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.*

Amy J. Benjamin  
Name of Person Signing



November 24, 2003

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

5

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

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## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT**, effective as of October 31, 2003, is made by and between APTEGRITY, INC., a Delaware corporation ("Assignor") and GLOBIX CORPORATION, a Delaware corporation with an office in New York, New York ("Assignee").

**WHEREAS**, Assignor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (the "Marks"), including all registrations and applications for registrations therefor;

**WHEREAS**, pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee of event date herewith, Assignor assigned substantially all of the assets of Assignor, including the Marks, to Assignee; and

**WHEREAS**, it is the purpose of this document to memorialize the aforementioned assignment and transfer in a form suitable for recordation with the United States Patent and Trademark Office, the European Community Trademark Office, and any other applicable office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest throughout the world in and to the Marks and all registrations and applications for registrations of the Marks, including the registrations identified on Schedule 1, together with the goodwill of the business symbolized by the Marks, and together with all of Assignor's right to sue and recover for past, present and future infringements of the Marks (collectively, the "Assigned Property"), free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor: hereby agrees as to all Assigned Property to assist the Assignee in every proper way (but at the Assignee's expense) to obtain and from time to time enforce trademarks and other rights and protections relating to the Assigned Property in any and all countries, and to that end Assignor will execute all documents for use in applying for and obtaining such trademarks and other rights and protections and enforcing the same, as Assignee may reasonable request,

together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any trademark, or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any trademarks, or similar protections thereon with the same legal force and effect as if executed by Assignor.

Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office, the European Community Trademark Office, and any other office deemed applicable by the Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Marks and all applications and registrations therefor.

[signature page to follow]



SCHEDULE 1  
TO  
TRADEMARK ASSIGNMENT

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction</u>
APTEGRITY	2,672,701	United States
APTEGRITY	001 85 9982	European Community
MINDING YOUR E-BUSINESS	2,431,101	United States
MINDING YOUR E-BUSINESS	001 86 0014	European Community