

07-22-2003  
102502787

7-22-03

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To the Honorable Commissioner of Patents and Trademarks: 102502787 7-22-03  
Send original documents or copy thereof.

1. Name of conveying party(ies):  
**Teleglobe Inc.**

2. Name and address of receiving party(ies)  
Name: **Teleglobe Canadian Limited Partnership**

Internal Address: \_\_\_\_\_

Street Address: **1000 rue de la Gauchetiere Ouest**

**Montreal, Quebec, Canada H3B 4X5**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Individual(s)  Association

Corporation- **Canadian**

Other

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

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other

Limited Partnership

Corporation - **a partnership organized under the laws of Quebec**

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

Execution Date: **May 30, 2003**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**2212079, 1922341, 1750545, 1323722, 1897693**

Additional number(s) attached  Yes  No

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

Name: **Scott M. Kareff, Esq.**

Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... **\$140.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

**500675 - Schulte Roth & Zabel LLP**

(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.*

**Scott M. Kareff, Esq.**

**July 15, 2003**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document 14

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

07/22/2003 BYTNE 00000187 500675 2212079  
01 FC:6521 40.00 BA  
02 FC:6522 100.00 BA

2003 JUL 22 11 09 AM  
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of May 30, 2003 ("**Effective Date**") by and between **Teleglobe Inc.**, a Canadian corporation ("**Assignor**"), and **Teleglobe Canada Limited Partnership**, a partnership organized under the laws of Quebec ("**Assignee**").

**WHEREAS**, Assignor and Assignee are parties to that certain Teleglobe Contribution Agreement, dated October 31, 2000 (the "**Teleglobe Contribution Agreement**"), providing for the assignment of Intellectual Property (as defined therein) from Assignor to Assignee, including, without limitation, those marks set forth on Exhibit A, together with the applications and/or registrations therefor and the goodwill of the business symbolized by such marks (collectively, the "**Marks**"); and

**WHEREAS**, notwithstanding the Teleglobe Contribution Agreement, Assignor and BCE, Inc., a legal person governed by the laws of Canada and having its place of business at 1000 de la Gauchetière West, Montreal, Quebec, H3B 4Y7 ("**BCE**"), entered into that certain Trademark Assignment effective as of January 23, 2002 (the "**First BCE Teleglobe Assignment**") pursuant to which Assignor purported to assign the Marks to BCE, and that certain Trademark Assignment effective as of January 23, 2002 (the "**Second BCE Teleglobe Assignment**") pursuant to which BCE purported to assign the Marks back to Assignor; and

**WHEREAS**, the First BCE Teleglobe Assignment was recorded at the United States Patent and Trademark Office ("**PTO**") on or about April 8, 2002 at Reel/Frame No.002478/0971 – 0973 and on or about April 15, 2002 at Reel/Frame No. 002482/0635 - 0637, and the Second BCE Teleglobe Assignment was recorded at the PTO on September 16, 2002 at Reel/Frame No. 002583/0635; and

**WHEREAS**, the Teleglobe Contribution Agreement was recorded at the PTO on April 23, 2003 at Reel/Frame No. 002637/0637; and

**WHEREAS**, to avoid any uncertainty or confusion as to the status of the ownership of the Marks, Assignor wishes to assign to Assignee all of Assignor's right, title and interest, if any, in and to the Marks to Assignee, and Assignee wishes to acquire same.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee and its successors, assigns and nominees absolutely and forever, Assignor's entire right, title and interest, if any, in and to the Marks together with the goodwill of the business symbolized by the Marks.

2. Assignor hereby irrevocably appoints Assignee and its successors and assigns as Assignor's true and lawful agent and attorney-in-fact to execute any and all documents and instruments necessary or appropriate to vest in Assignee, and its successors and assigns, the rights, properties and assets sold, conveyed, assigned, transferred and set over hereby.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

TELEGLOBE INC.

Name:   
Title: Chief Executive Officer

Assignee:

TELEGLOBE CANADA LIMITED  
PARTNERSHIP

By Teleglobe Inc., its general partner

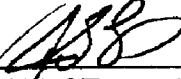
Name:   
Title: Chief Executive Officer

EXHIBIT A

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>
TELEGLOBE MEDIA ENTERPRISES	75/085,379	2,212,079
TELEGLOBE & Design	74/369,301	1,922,341
TELEGLOBE	74/051,516	1,750,545
TELEGLOBE	73/473,844	1,323,722
TELEGLOBE GROUP LOGO	74/369,302	1,897,693

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