

12/15/03

12-18-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102626476 ▼ ▼ ▼

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

1. Name of conveying party(ies):  
Cleartel Communications, Inc. (a D.C. corp.)

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: BiznessOnline.com, Inc.  
Internal  
Address: \_\_\_\_\_

Street Address: 790 Frontage Rd., Ste. 330  
City: Northfield State: IL Zip: 60093

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: 12/3/2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 1576852  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 2210170  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Eric S. Freibrun  
 Internal Address: \_\_\_\_\_  
Law Offices of Eric S. Freibrun, Ltd.  
 \_\_\_\_\_  
 Street Address: 630 Dundee Rd., Ste. 120  
 \_\_\_\_\_  
 City: Northbrook State: IL Zip: 60062-2749

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:  
 \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
ERIC S. FREIBRUN  
 Name of Person Signing

Signature

Dec. 11, 2003  
 Date

Total number of pages including cover sheet, attachments, and document: 7

12/17/2003 ECDOPER 00000253 1576852  
01 FC:8521 40.00  
02 FC:8522 25.00

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

TRADEMARK  
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## SALE AND ASSIGNMENT AGREEMENT

This Sale and Assignment Agreement ("Agreement") is made effective as of the date Assignor is reinstated as a District of Columbia corporation ("Effective Date"), by and between Cleartel Communications, Inc., a District of Columbia corporation, with offices at 3525 Williamsburg Lane, Washington, DC 20008 ("Assignor") and BiznessOnline.com, Inc., a Delaware corporation, with offices at 790 Frontage Rd., Suite 330, Northfield, IL 60093 ("Assignee").

WHEREAS, Assignor has adopted and used the following service marks, which Assignor has registered in the United States Patent and Trademark Office (hereinafter collectively referred to as the "Marks"):

Mark: CLEARTEL  
U.S.P.T.O. Registration No.: 1576852  
Date of Registration: January 9, 1990  
(hereinafter the "Cleartel Mark")

Mark: CLEARTELPLUS  
U.S.P.T.O. Registration No.: 2210170  
Date of Registration: December 15, 1998  
(hereinafter the "CleartelPlus Mark")

WHEREAS, Assignor owns certain tangible property on which the Marks have been placed (the "Tangible Property");

WHEREAS, Assignor wishes to sell, assign, transfer and convey to Assignee the Marks, the Domain Name and the Tangible Property (collectively, the "Assets") in their entirety, along with all associated goodwill, pursuant to the terms and conditions stated herein;

NOW, THEREFORE, for the consideration stated in this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Recitals.** The above and foregoing recitals are hereby made part of this Agreement as if fully set forth again and are incorporated into its terms in full by this reference.
- 2. Assignment and Sale of Marks and Goodwill.** Assignor hereby irrevocably grants, bargains, transfers, sells, assigns, conveys and delivers to Assignee, effective as of the Effective Date, all of Assignor's worldwide rights, title and interest in and to the Marks and the above-referenced United States Patent and Trademark Office registrations therefor, together with the goodwill of the business connected with and symbolized by the Marks and such registrations and Assignee hereby accepts and receives all of Assignor's rights, title and interest in and to the foregoing. These rights shall include, without limitation, all rights to use, modify and exploit the Marks; the right to exclude others from using any of the Marks; the right to license, assign, convey, and pledge any of the Marks to others; the right to sue others and to collect damages for past, present and future infringements of any of the Marks; the right to create derivatives of the Marks and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Marks throughout the world; and Assignor agrees that the Marks and all rights thereto shall become the sole property of Assignee pursuant to this Agreement. Notwithstanding the foregoing, in order to afford Assignor a sufficient period of time in which to change its corporate name to something other than "Cleartel Communications, Inc.," Assignee hereby grants to Assignor, for a period of one (1) year from the date of this Agreement, and for so long as Assignor is not in breach of any provision of this Agreement, and for so long as Assignor's President, Ulysses G. Auger, II ("U. Auger"), is not in breach of any provision of that certain "Letter Agreement for Reinstatement of Cleartel Communications, Inc. Preliminary to Transfer of Certain Assets of Cleartel Communications, Inc." between Ulysses G. Auger, II and Assignee, entered into on or around October 31, 2003, a non-exclusive, limited, revocable license to use the term "Cleartel" as part of Assignor's corporate name "Cleartel Communications, Inc." solely for the purpose of identifying and referencing Assignor's legal status as a

corporation; provided, however, that Assignor shall not at any time or in any fashion use the term "Cleartel" (or any trademark or service mark confusingly similar thereto or to the Marks) in any manner as a trademark or service mark for goods or services in the fields of telecommunications and/or Internet services and/or related fields, goods and/or services.

3. **Assignment and Sale of Tangible Property.** Assignor hereby irrevocably grants, bargains, transfers, sells, assigns, conveys and delivers to Assignee, effective as of the Effective Date, all of Assignor's worldwide rights, title and interest, if any, in and to the Tangible Property identified in Exhibit A hereto.
4. **Payment.** Upon execution of this Agreement by both parties, as Assignee's sole and exclusive payment obligation and in full consideration of the grant, bargain, transfer, sale, assignment, conveyance and delivery to Assignee of all of Assignor's rights, title and interest in and to the Assets hereunder, Assignee shall pay the sum of fifteen thousand dollars (\$15,000.00), payable as follows:
  1. \$3820.00 payable to Assignor, upon execution of this Agreement;
  2. \$3333.00 payable to U. Auger thirty (30) days after execution of this Agreement;
  3. \$3333.00 payable to U. Auger sixty (60) days after execution of this Agreement;
  4. \$1668.00 payable to U. Auger ninety (90) days after execution of this Agreement;
  5. \$1668.00 payable to U. Auger one hundred twenty (120) days after execution of this Agreement;
  6. \$1178.00 payable to U. Auger one hundred fifty (150) days after execution of this Agreement;

Notwithstanding the restatement of the aforementioned payment schedule in (i) the Domain Name Transfer Agreement between U. Auger and Assignee; (ii) the Letter Agreement for Reinstatement of Cleartel Communications, Inc. between U. Auger and Assignee; and (iii) the Promissory Note between U. Auger and Assignee, Assignor agrees that Assignee's total aggregate payment obligation under this Agreement and each of the aforementioned documents shall not exceed fifteen thousand dollars (\$15,000.00), plus reimbursement of Assignor's attorney fees not to exceed one thousand five hundred dollars (\$1,500.00) as stated in the Letter Agreement, plus fees to reinstate CCI as a D.C. corporation as stated in the Letter Agreement in an amount not to exceed one thousand one hundred fifty-seven dollars and fifty cents (\$1,157.50).

5. **Representations and Warranties; Indemnity.** Assignor represents and warrants to Assignee that the following are true and correct:
  - 5.1 The Cleartel Mark was never abandoned by Assignor and Assignor at no time discontinued use of the Cleartel Mark in commerce without an intent to resume such use. To the best of Assignor's knowledge and belief, the CleartelPlus Mark was never abandoned by Assignor and Assignor at no time discontinued use of the CleartelPlus Mark in commerce without an intent to resume such use.
  - 5.2 Assignor is the absolute owner of the Assets, the Assets are free and clear of all liens, charges, security interests and encumbrances, and Assignor has full right, power and authority to grant, bargain, transfer, sell, assign, convey and deliver to Assignee the Assets and to execute and carry out this Agreement, except for the unreleased security interest of ING (U.S.) Capital Corporation against Assignor's registration of The CleartelPlus Mark in the U.S. Patent and Trademark Office.



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- 5.3 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the District of Columbia with full power and authority to conduct business and to own and convey its properties and the Assets.
- 5.4 Assignor has all requisite corporate power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder. The execution and delivery of this Agreement by Assignor and the consummation of the transactions contemplated hereby have been duly approved by Assignor. No other proceedings or other actions on the part of Assignor are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Assignor and represents the legal, valid and binding obligations of Assignor enforceable against it in accordance with its terms.
- 5.5 No notice to, declaration, filing or registration with, or permit from, any domestic or foreign governmental or regulatory body or authority, or any other person is required to be made or obtained by Assignor in connection with the execution, delivery or performance of this Agreement and the consummation of the transactions contemplated hereby, except for notices or filings necessary to reflect transfer of the Marks to Assignee.
- 5.6 None of the execution, delivery or performance of this Agreement, the consummation of the transactions contemplated hereby, or compliance by Assignor with any of the provisions hereof, will (a) violate or conflict with any provision of the organizational documents of Assignor or any resolution or other action adopted or taken by the board of directors or stockholders of Assignor, (b) violate, conflict with, or result in or constitute a default under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any encumbrance upon any of the Assets under, any of the terms, conditions or provisions of any contract or permit (i) to which Assignor is a party, or (ii) by which the Assets are bound, (c) violate any court order or any regulation, (d) impose any encumbrance on any of the Assets, or (e) violate or conflict with any right of any person.
- 5.7 There are no legal actions pending, or to the knowledge of Assignor, threatened (a) against, related to or affecting the Assets, (b) seeking to delay, limit or enjoin the transactions contemplated by this Agreement, or (c) against Assignor or any Affiliate thereof that involve the risk of criminal liability. The Assignor is not in default with respect to or subject to any court order, and there are no unsatisfied judgments against Assignor, affecting or relating to the Assets. Assignor has not received any notice of invalidity or infringement of any rights of others with respect to any of the Assets and no legal action has been instituted against or notices received by Assignor that are presently outstanding alleging that Assignor's use of any of the Marks infringes upon or otherwise violates any rights of a third party in or to any of the Marks (or any trademark or service mark alleged to be confusingly similar to any of the Marks).
- 5.8 Assignor is not obligated under any loans, promissory notes, indentures, evidences of indebtedness, letters of credit, guarantees or other agreements or instruments relating to an obligation to pay money to any person or other liabilities which, are secured by the Assets or which may have the effect of delaying, limiting or enjoining the transactions contemplated by this Agreement. In particular, without limiting the foregoing, all financial obligations to ING (U.S.) Capital Corporation ("ING") giving rise to the security interest in favor of ING against Assignor's registration of CLEARTELPLUS® in the



U.S. Patent and Trademark Office and reflected in the Security Agreement recorded therein, have been repaid in full.

- 5.9 Assignor has not violated and is in compliance with all regulations and court orders relating to the Assets, the violation of which would reasonably be expected to result in a material liability to the Assets. Assignor has not received any notice to the effect that, or otherwise been advised that, Assignor is not in compliance with any such regulations or court orders, and Assignor has no reason to anticipate that any existing circumstances are likely to result in violations of any of the foregoing.
- 5.10 Neither Assignor nor any of the officers, directors, members or Affiliates of Assignor have any commitment or legal obligation, absolute or contingent, to any other person or firm other than Assignee to sell, license or in any way effect a sale of the Assets (or any portion thereof) or to enter into any agreement or cause the entering into of any agreement with respect to any of the foregoing.
- 5.11 None of the Assets are subject to any outstanding injunction, judgment, order, decree or ruling; Assignor has not granted any sublicense or similar right with respect to any of the Assets; Assignor is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant to, any of the Assets; and no legal action, suit, proceeding, hearing, investigation or complaint is pending or is threatened, nor has any claim or demand been made, which challenges the legality, validity, enforceability or ownership by Assignor of any of the Assets.
6. **Indemnification.** Assignor shall indemnify, defend and hold Assignee, its respective successors, officers, directors, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including reasonable legal fees) resulting from or arising out of any claim of breach of any warranty, representation or agreement hereunder and Assignor shall defend and settle, at its expense, all suits or proceedings arising therefrom provided (i) Assignee informs Assignor promptly of any such suit or proceeding against Assignee (except that Assignee's failure to promptly notify Assignor shall not relieve Assignor of its obligation to indemnify Assignee unless such failure shall have materially impaired Assignor's ability to defend a claim or action); (ii) Assignee permits Assignor to control the defense and settlement of any such claim or action (so long as Assignee shall have the right to participate in the defense of any such suit or proceeding at its expense and through counsel of its choosing), and (iii) Assignee provides reasonable assistance and cooperation to enable Assignor to defend the action or claim hereunder. Assignor shall notify Assignee of any threatened or actual actions, claims, or suits against Assignor that might give rise to this Section being invoked.
7. **Further Acts.** Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignments set forth in this Agreement above ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, or take such further actions necessary or reasonably requested by Assignee to effect, perfect or evidence the assignments set forth in this Agreement above, Assignor agrees that Assignee shall be entitled to specific performance in the event Assignee must initial legal action to compel execution of the Supporting Documents or such other reasonable actions to effectuate the intent of this Agreement.
8. **Miscellaneous.** This Agreement shall be binding upon the successors and assigns of Assignor and Assignee. This Agreement shall be governed by, interpreted under, and construed and enforced in

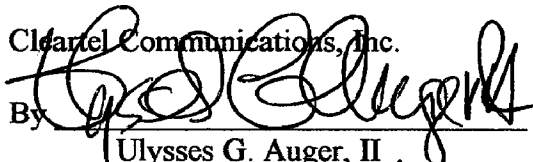



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accordance with the laws of the State of Illinois, without regard to the conflict of laws principles thereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier/facsimile shall be effective as delivery of a manually executed counterpart of this Agreement. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be amended, and any of its provisions waived, only by an instrument in writing signed on behalf of each of the parties hereto. This Agreement constitutes the entire agreement among the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties intending to be legally bound, have caused this Agreement to be duly executed by their respective authorized officers:

ClearTel Communications, Inc.  
By   
Ulysses G. Auger, II  
Title President  
Date 12/3/03

BiznessOnline.com, Inc.  
By   
Ron Gavillet  
Title SVP  
Date 12/8/03

*Exhibit A*  
Tangible Assets

- 20 foot by 20 foot Cleartel promotional booth for conventions
- Cleartel Pen with logo
- Cleartel letter opener with logo
- Cleartel Stationary items
  - Commission Statement layout format
  - Cleartel Business Card layouts
  - Cleartel Business labels 3.5"X 6.5"
  - Cleartel LOGO 4+ billing statement paper
  - Cleartel Business Window Envelopes 9"x12"
  - Cleartel Business Letter Envelopes 9"x 4.25"
- Cleartel Shirts
- Cleartel Operator Center Internal Document Review for evaluation of a operator center

