

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bankruptcy

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Qualitek Services, Inc.		06/07/2005	CORPORATION: CALIFORNIA
Callipso Corporation		06/07/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Qualitek Services, Inc.
Street Address:	2215 Ringwood Avenue
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1837463	SPEAK EASY TALK IS CHEAP
Registration Number:	2648524	ONE COMPANY, ONE NETWORK, ONE SOLUTION
Registration Number:	2627685	ONE COMPANY, ONE NETWORK, ONE SOLUTION
Registration Number:	2892209	TALK IS CHEAP
Registration Number:	2902533	ENHANCED ORINATION SERVICES
Registration Number:	2908635	ZEROCENTS
Registration Number:	2918980	CALLIPSO

CORRESPONDENCE DATA

Fax Number: (310)394-4477
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3104510647
 Email: tara@cislo.com
 Correspondent Name: Daniel M. Cislo
 Address Line 1: 233 Wilshire Boulevard, Suite 900

CH \$190.00 1837463

Address Line 4: Santa Monica, CALIFORNIA 90401

ATTORNEY DOCKET NUMBER:

05-15232

NAME OF SUBMITTER:

Daniel M. Cislo, Esq.

Signature:

/Daniel M. Cislo/

Date:

07/25/2006

Total Attachments: 17

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ADDITIONAL U.S. FEDERAL TRADEMARK REGISTRATIONS

2,892,209

2,902,533

2,908,635

2,918,980

TRADEMARK

REEL: 003354 FRAME: 0521

ORIGINAL

1 Mark S. Horoupian (SBN 175373)
2 Richard J. Ruzsat (SBN 220432)
3 **SulmeyerKupetz**
4 A Professional Corporation
5 333 South Hope Street, Thirty-Fifth Floor
6 Los Angeles, California 90071-1406
7 Telephone: 213.626.2311
8 Facsimile: 213.626.4520

Attorneys for John M. Wolfe, Chapter 7 Trustee

U.S. BANKRUPTCY COURT
FILED
JUN - 8 2005
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
By Deputy Clerk

ENTERED
JUN - 8 2005
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
By Deputy Clerk

RECEIVED
JUN 7 2005
U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
Santa Ana
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
(SANTA ANA DIVISION)

12 In re

13 CALLIPSO CORPORATION,

14 Debtor.

) CASE NO. SA 04-15651-JR
)
) Chapter 7
)

) ORDER GRANTING MOTION FOR ORDER
) AUTHORIZING SALE OF PERSONAL
) PROPERTY FREE AND CLEAR OF LIENS,
) CLAIMS AND INTERESTS
)
)

) DATE: June 7, 2005
) TIME: 2:30 p.m.
) PLACE: Courtroom 5A
) 411 West Fourth Street
) Santa Ana, CA 92701-4593
)
)

23 A hearing was held on June 7, 2005, at 2:30 p.m., before the
24 Honorable John E. Ryan, United States Bankruptcy Judge for the
25 Central District of California, in Courtroom 5A, located at 411 West
26 Fourth Street, Santa Ana, CA 92701-4593, to consider the motion
27 ("Motion") filed by John M. Wolfe, Chapter 7 Trustee ("Trustee") of
28

SCA
JUN 8 2005

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SA

1 the estate of Callipso Corporation, Chapter 7 debtor herein (the
2 "Debtor"), for an order for an order authorizing sale "as is" of
3 certain personal property identified in the Motion free and clear of
4 liens, claims and interests. Appearances were as set forth on the
5 Court's record.
6

7 This Court, having considered the Motion, all pleadings and
8 documents filed in support of the Motion, the opposition of Dallas
9 County, the entire record of this case, statements, representations
10 and arguments of counsel made at the hearing on the Motion, proper
11 notice of the Motion and the hearing on the Motion having been
12 provided, and good cause appearing therefore,
13

14 **IT IS HEREBY ORDERED** as follows:

- 15 1. The Motion is granted as set forth herein;
- 16 2. Subject to the provisions hereof, the terms, conditions,
17 and transactions contemplated by the Asset Purchase Agreement (the
18 "Agreement") executed by the Trustee, Qualitek Services, Inc.
19 ("Qualitek") and GE Capital Corporation ("GE"), the primary secured
20 creditor herein, attached hereto as Exhibit "1", are hereby
21 approved, and the Trustee is authorized under 11 U.S.C. § 363(b),
22 (c), (f) and (m) to sell the Acquired Assets, as this term is
23 defined in the Agreement, free and clear of all liens, claims,
24 encumbrances and interests to Qualitek on the terms and conditions
25 provided in the Agreement, subject to the following modification:
26

- 27 a. Section 2.2 of the Agreement is hereby replaced with
28 the following:

1 The Purchase Price. In consideration for its
2 purchase of the Acquired Assets, at the Closing,
3 Buyer shall pay to the Trustee cash in the amount
4 of \$170,000 (one hundred seventy thousand
5 dollars), including the Deposit paid to the
6 Trustee by Buyer prior to the Closing in
7 accordance with Section 2.1 above.

8 3. At the Closing, and as a condition of the approval of the
9 sale of the Acquired Assets, at Closing, Qualitek or an entity(ies)
10 designated by Qualitek to be the actual buyer(s) (hereinafter the
11 "Actual Buyer") shall be required and obligated, and shall:

12 a. Pay to Dallas County the sum of \$5,000.00;

13 b. Pay to FiberNet Telecom Group, Inc. ("FiberNet") the
14 sum of \$25,000; and

15 c. Pay to Carlyle One Wilshire II, L.P. the sum of
16 \$10,000.

17 4. Actual Buyer shall cooperate with the respective co-
18 lessors and other parties in interest, including, without
19 limitation, complying with all rules, regulations and procedures of
20 the respective facilities, and indemnifying such parties in
21 interest for any and all damages caused by Actual Buyer or its
22 agents, in connection with Actual Buyer's efforts to take
23 possession, custody and control of the Acquired Assets;

24 5. In accordance with the terms of the Agreement, and
25 subject to the provisions of this Order, Actual Buyer shall have
26 the right to present a copy of this Order to any third party as
27 evidence of Actual Buyer's absolute right to take possession of the
28 Acquired Assets through and including the Removal Deadline, as that

1 term is defined in the Agreement, without any interference from, or
2 assertions of, right of offset or to any payment from third parties
3 who may be in possession, custody or control of any and all
4 Acquired Assets;

5
6 6. The Debtor's bankruptcy estate is not liable for any
7 obligations to co-location lessors from and after the date of
8 rejection of the co-location leases and executory contracts;

9 7. Effective as of the Closing, Actual Buyer and GE each
10 hereby release and discharge FiberNet and its affiliates, employees
11 and agents (the "FiberNet Parties") of and from all debts, demands,
12 claims, causes of action, obligations, covenants, promises, damages
13 and liabilities whatsoever, which GE and/or Actual Buyer had, now
14 has or may ever have, whether directly or indirectly, known or
15 unknown, against the FiberNet Parties in any way related to or
16 arising under, out of or in connection with the Acquired Assets;

17
18 8. Those certain items described in the objection to the
19 Motion filed by C & C Power, Inc. are hereby excluded from the sale
20 and the definition of Acquired Assets;

21 9. Trustee is hereby authorized, empowered, and directed to
22 (a) perform under, consummate, and implement the Agreement,
23 including without limitation, the disbursement at Closing of
24 \$150,000 to GE, (b) execute all additional instruments and
25 documents that may be reasonably necessary or desirable to
26 implement the Agreement and the transactions contemplated thereby,
27 including without limitation a bill of sale and assignment of
28

1 interest, (c) take all further actions as may be necessary or
2 appropriate for the purposes of assigning, transferring, granting
3 or conveying the Acquired Assets as contemplated by the Agreement,
4 and (d) take such other and further steps as are contemplated by
5 the Agreement or reasonably required to fulfill Trustee's
6 obligations under the Agreement;
7

8 10. The sale of the Acquired Assets shall be free and clear
9 of the ownership interests of the Debtor, its bankruptcy estate,
10 the Trustee and their predecessors and successors in interest, the
11 claims or interests asserted by any person or entity, or their
12 respective predecessors and successors in interest against the
13 Debtor's estate;

14 11. This Court shall and hereby does retain jurisdiction to
15 (a) enforce and implement the provisions of the Agreement; (b)
16 compel delivery and payment of the consideration provided for under
17 the Agreement; (c) resolve any disputes, controversies or claims
18 arising out of or relating to the Agreement; and (d) interpret,
19 implement, and enforce the provisions of this Order;
20

21 12. Pursuant to 11 U.S.C. § 363(m), absent a stay of this
22 Order pending appeal, the reversal or modification on appeal of
23 this Order, or any provisions thereof, shall not affect the
24 validity of the sale transaction approved hereby which is
25 consummated prior to such stay, reversal or modification on appeal;
26

27 13. The validity of the sale approval hereby shall not be
28 affected by the appointment of a subsequent trustee, the dismissal

1 of this case, or its conversion to another chapter under Title 11
2 of the United States Code;

3 14. Upon consummation of the sale transaction contemplated by
4 the Agreement, Actual Buyer will be a buyer in "good faith" within
5 the meaning of 11 U.S.C. § 363(m);
6

7 15. Subject to the approval of the Agreement, as modified by
8 this Order, any and all other rights of creditors and parties in
9 interest shall survive the Closing of the sale Contemplated by the
10 Agreement and this Order.

11 16. *The 10-day stay per Rule 6004(g) is hereby waived.*


12 Dated: _____
13 JUN -8 2005



14 THE HONORABLE JOHN E. RYAN
15 UNITED STATES BANKRUPTCY JUDGE
approved

14 AGREED:
15 GE CAPITAL CORPORATION

DALLAS COUNTY

16 By: 
17 RAGAN L. POWERS
18 DAVIS WRIGHT TREMAINE
19 Attorneys for GE Capital
20 Corporation

By: _____
BETH WELLER
LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP
Attorneys for Dallas County

20 CARLYLE ONE WILSHIRE II, L.P.

FIBERNET TELECOM GROUP, INC.

21 By: _____
22 DAVID M. COHEN
23 ENID M. COLSON
24 LINER YANKELEVITZ SUNSHINE
& REGENSTREIF LLP
Attorneys for Carlyle One
Wilshire II, L.P.

By: _____
MICHAEL L. SCHEIN
MINTZ, LEVIN, COHEN,
FERRIS, GLOVSKY & POPEO, P.C.
Attorneys for FiberNet Telecom
Group, Inc.

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11
12 Dated: _____

THE HONORABLE JOHN E. RYAN
UNITED STATES BANKRUPTCY JUDGE

13
14 AGREED:
15 GE CAPITAL CORPORATION

DALLAS COUNTY

16
17 By: _____
18 RAGAN L. POWERS
19 DAVIS WRIGHT TREMAINE
20 Attorneys for GE Capital
21 Corporation

By: Beth Weller
BETH WELLER
LINEBARGER GOGGAN BLAIR
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Attorneys for Dallas County

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26 LINER YANKELEVITZ SUNSHINE
27 & REGENSTREIF LLP
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Wilshire II, L.P.

By: _____
MICHAEL L. SCHEIN
MINTZ, LEVIN, COHEN,
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Attorneys for FibernNet Telecom
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11
12 Dated: _____

THE HONORABLE JOHN E. RYAN
UNITED STATES BANKRUPTCY JUDGE

13
14 AGREED:
15 GE CAPITAL CORPORATION

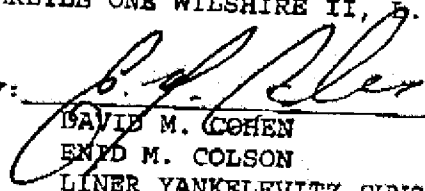
DALLAS COUNTY

16
17 By: _____
18 RAGAN L. POWERS
19 DAVIS WRIGHT TREMAINE
20 Attorneys for GE Capital
21 Corporation

By: _____
BETH WELLER
LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP
Attorneys for Dallas County

22 CARLYLE ONE WILSHIRE II, L.P.

FIBERNET TELECOM GROUP, INC.

23 By: 
24 DAVID M. COHEN
25 ERIC M. COLSON
26 LINER YANKELEVITZ SUNSHINE
27 & REGENSTREIF LLP
28 Attorneys for Carlyle One
Wilshire II, L.P.

By: _____
MICHAEL L. SCHEIN
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11
12 Dated: _____

THE HONORABLE JOHN E. RYAN
UNITED STATES BANKRUPTCY JUDGE

13
14 AGREED:
15 GE CAPITAL CORPORATION

DALLAS COUNTY


16
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18 RAGAN L. POWERS
19 DAVIS WRIGHT TREMAINE
20 Attorneys for GE Capital
21 Corporation

By: _____
BETH WELLER
LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP
Attorneys for Dallas County

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26 & REGENSTREIF LLP
27 Attorneys for Carlyle One
28 Wilshire II, L.P.

By:  _____
MICHAEL L. SCHEIN
MINTZ, LEVIN, COHEN,
FERRIS, GLOVSKY & POPEO, P.C.
Attorneys for FiberNet Telecom
Group, Inc.

1 QUALITEK SERVICES, INC.

2
3 By: 

4 DAVID B. GOLUBCHIK

5 LEVENE, NEALE, BENDER,

6 RANKIN & BRILL L.L.P.

7 Attorneys for Qualitek Services, Inc.

8

9

10

11

12

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29

Attorney or Party Name, Address and Telephone Number

FOR COURT USE Y

DAVID B. GOLUBCHIK (SBN 185520)
LEVENE, NEALE, BENDER & RANKIN L.L.P.
1801 Avenue of the Stars, Suite 1120
Los Angeles, CA 90067
(310) 229-1234

Attorney for: Qualitek Services, Inc.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re:

CALLIPSO CORPORATION

Debtor.

CHAPTER 11 CASE NUMBER
SA 04-15651 JR

**NOTICE OF ENTRY JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(1)(a)(v), that a judgment or order entitled (*specify*):
entered on (*specify date*):

JUN 08 2005

**ORDER GRANTING MOTION FOR ORDER AUTHROZING SALE OF PERSONAL PROPERTY FREE AND CLEAR
OF LIENS, CLAIMS AND INTERESTS**

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment of the persons and entities on
the following parties on (*specify date*):

JUN 08 2005

David B. Golubchik
Levene, Neale, Bender, Rankin & Brill
1801 Avenue of the Stars, Suite 1120
Los Angeles, CA 90067

Counsel for John M. Wolfe, Chapter 7 Trustee
Mark S. Horoupian
Richard J. Ruzsat
SulmeyerKupetz
333 South Hope Street, 35th Fl.
Los Angeles, CA 90071

Dated:

JUN 08 2005

JON D. CERETTO

Clerk of the Bankruptcy Court

by: 

Deputy Clerk

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California

TRADEMARK

REEL: 003354 FRAME: 0532

EXHIBIT A

Per the terms of this Agreement, the Buyer will acquire from Qualitek at Closing all "Equipment" described below plus all intangible assets, including all intellectual property, copyrights, trademarks, patents in any state of documentation, certification, recording or filing, acquired by Qualitek from the bankruptcy estate of Callipso Corporation (whether or not specifically listed herein), including, without limitation, the following:

<u>EQUIPMENT</u>			
1. All office equipment including, but not limited to: computers, copiers, faxes, furniture, chairs, boards, lights, and fixtures.			
<u>PATENTS</u>			
1. An Application for Letters Patent to the United States Patent and Trademark Office entitled "Method and System for Transporting Voice, Data, and Video Telephony" application No. 09/589,258 filed June 7, 2000, regarding a packet switched fiber optic private network for the purpose of transporting voice, data, and video telephony using the Internet Protocol, referred to as VoIP, and more particularly to a unique method and system for transporting voice, data, and video telephony that optimizes traffic across the private network that results in high speed, inexpensive, and reliable voice, data, and video traffic. A international patent application based on the above United States application and having the same title was filed on June 7, 2001 and has been assigned international application No. PCT/US01/18459.			
2. A provisional patent application entitled "System and Method for Integrating Voice Over Internet Protocol with Personal Computing Devices" was filed on August 6, 2001 and has been assigned application No. 60/309,918, regarding integrating VoIP technology in personal computing devices. A utility patent application claiming priority to the provisional was filed on August 5, 2002, application No. 10/212,330.			
3. A provisional patent application entitled "System and Method for Enhanced Origination Services for Toll-Free Telephone Calls" was filed on April 22, 2002 and has been assigned application No. 60/374,628 regarding a method for routing toll free telephone calls. A utility patent application claiming priority of the provisional was filed on April 16, 2003, application No. 10/420,673.			
<u>TRADEMARKS</u>			
1. United States Trademark Registration No. 1,837,463, issued by the United States Patent and Trademark Office on May 24, 1994, covering the trademark "SPEAK EASY TALK IS CHEAP." All rights to this trademark were assigned to Callipso pursuant to that certain Agreement, dated April 1, 2000, by and between Callipso and Chillicothe Long Distance Company, an Ohio corporation.			
2. United States Serial Trademark Registration No. 2,648,524 in International Class 38 issued by the United States Patent and Trademark Office on November 12, 2002, covering the			

trademark "ONE COMPANY, ONE NETWORK, ONE SOLUTION."
3. United States Serial Trademark Registration No. 2,627,685 in International Class 42 issued by the United States Patent and Trademark Office on October 1, 2002, covering the trademark "ONE COMPANY, ONE NETWORK, ONE SOLUTION."
4. Community Trademark Registration No. 000977181, issued by the European Trademark Office on April 10, 2000, for the trademark "CNM Network and Design."
5. United States Serial No. 76/103,018, application filed with the United States Patent and Trademark Office on August 4, 2000 for the trademark "TALK IS CHEAP."
6. United States Serial No. 76/294,729, application filed with the United States Patent and Trademark Office on August 2, 2001 for the trademark "CLICK TO CONFERENCE."
7. United States Serial No. 76/294,731, application filed with the United States Patent and Trademark Office on August 2, 2001 for the trademark "CLICK TO RING."
8. United States Serial No. 76/294,733, application filed with the United States Patent and Trademark Office on August 2, 2001 for the trademark "PASSPORTABLE TELEPHONY."
9. United States Serial No. 76/210,702, application filed with the United States Patent and Trademark Office on January 19, 2001 in international class 9 for the trademark "QUICKPIN."
10. United States Serial No. 76/294,730, application filed with the United States Patent and Trademark Office on August 2, 2001 for the trademark "VIRTUAL OPERATOR."
11. United States Serial No. 76/294,732, application filed with the United States Patent and Trademark Office on August 2, 2001 for the trademark "VIRTUAL SECRETARY."
12. United States Serial No. 78/108,237, application filed with the United States Patent and Trademark Office on February 12, 2002 for the trademark "EOS."
13. United States Serial No. 78/108,228, application filed with the United States Patent and Trademark Office on February 12, 2002 for the trademark "ENHANCED ORIGINATION SERVICES."
14. United States Serial No. 78/326,343, application in International Class 42 filed with the

United States Patent and Trademark Office on November 11, 2003 for the trademark "CALLIPSO."

15. United States Serial No. 78/323,003, application in International Class 38 filed with the United States Patent and Trademark Office on November 4, 2003 for the trademark "CALLIPSO."

16. United States Serial No. 78/323,042, application in International Class 38 filed with the United States Patent and Trademark Office on November 4, 2003 for the trademark "CALLIPSO.ENHANCED IP SERVICES" & Design.

17. United States Serial No. 78/326,336, application in International Class 42 filed with the United States Patent and Trademark Office on November 11, 2003 for the trademark "CALLIPSO.ENHANCED IP SERVICES" & Design.

18. United States Serial No. 78/326,325, application in International Class 42 filed with the United States Patent and Trademark Office on November 11, 2003 for the Callipso star design.

19. United States Serial No. 78/326,305, application in International Class 38 filed with the United States Patent and Trademark Office for the Callipso star design.

20. United States Serial No. 78/323,712, application in International Class 38 filed with the United States Patent and Trademark Office on November 5, 2003 for the trademark "ZEROCENTS."

21. The consent to use and register the marks CALIPSO AND CALLIPSO from the owner of the intent-to-use application for the mark CALYPSO in international class 9 and class 38.

COPYRIGHTS

1. Form VA application filed with the United States Copyright Office on or about March 15, 2003 for the Callipso Palm Leaf logo design.

DOMAINS

1. All rights, titles and interests in the domain names: Calypsonetwork.com, calypnet.com, calypso-network.com, calypso-networks.biz, calypso-networks.net, calypsonetworks.biz, calypsonetworks.com, and calypsonetworks.net.

2. All rights, titles and interests in the domain names: cnmnetwork.com, cnmnetwork.net, cnminc.com
3. All rights, titles and interests in the domain names: xpressconferencer.com and xpressconferencer.net
4. All rights, titles and interests in the domain names: procaller.com
5. All rights, titles and interests in the domain names: proconferencer.com and proconferencer.net
<u>OTHER INTELLECTUAL PROPERTY</u>
1. API that control the Lucent Multi-Voice Access Manager ("MVAM").
2. Keymaster API that controls call processing and routing.
3. TIMI API and software.
4. All conferencing APIs and platforms
5. All prepaid calling card APIs and platforms.
6. All prepaid long distance dialer APIs and platforms.
7. All network, call processing, and call flow documentation.