

Doc Code:

FORM PTO-1594 (Modified)
(Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)
TM08/REV04

RECORDATION
TRADEMARKS / SEI

12-11-2007



103467557

Docket No.:

1078.3.002

To the Director of the U. S. Patent and Trademark Office: Please

indicate new address(es) below.

1. Name of conveying party(ies):

General Fiber Communications, Inc.

12-10-07

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

Citizenship (see guidelines)

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date: August 28, 2003

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached? Yes No

Name: Fiber-Span, L.L.C.

Internal

Address:

Street Address: 111 Corporate Blvd.

City: South Plainfield

State: New Jersey

Country: US ZIP: 07080

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Limited Liability 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

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

2,538,802

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown):

RF ON FIBER

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

Name: Kenneth Watov, Esq.

Internal Address:

Street Address: WATOV & KIPNES, P.C.

P.O. Box 247

City: Princeton Junction

State: New Jersey Zip: 08550

Phone Number: (609) 243-0330 Ext. 100

Fax Number: (609) 275-1010

Email Address: WKKen@aol.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number 23-0510

Authorized User Name

9. Signature:

Kenneth Watov

Signature

Kenneth Watov

Name of Person Signing

12/06/07

12/10/2007 AGETAHNE 0000072 1538802
Date

01 FC:8521
Total number of pages including cover sheet, attachments, and document: 29

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, TRADEMARK Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700355313

REEL: 003690 FRAME: 0544

DECLARATION OF HENRY WOJTUNIK

TRADEMARK: RF ON FIBER

REGISTRATION NUMBER: 2538802

DATE OF REGISTRATION: FEBRUARY 19, 2002

OWNER: FIBER-SPAN, L.L.C.

This declaration is filed pursuant to §604.07(b) of the Trademark Manual of Examining Procedure, for the purpose of documenting the chain of title of the above-captioned trademark, and supporting the transfer of title of the above-captioned trademark to Fiber-Span, L.L.C.

Henry Wojtunik, having been duly warned that willful false statements and the like so made are punishable by fine or imprisonment or both under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this document or the captioned trademark registration, hereby declares that he is the principal owner and Managing Member of Fiber-Span, L.L.C. a limited liability company of the State of New Jersey, and authorized to execute this document, that the facts stated in this document are true; that all statements made of his own knowledge are true and that all statements made on information and belief are believed to be true.

Fiber-Span, L.L.C. ("Fiber-Span") is the owner of the captioned trademark registration. The original application for this mark was filed on September 2, 1998 (serial no. 75546875) by Anacom Systems Corporation, a New Jersey corporation at that time owned entirely by the undersigned, Henry Wojtunik.

On the thirteenth day of February, 2001, Anacom Systems Corporation, was merged into International Fibercom – ANA, Inc. an Arizona Corporation. A copy of the New Jersey Certificate confirming the Merger is attached as Exhibit 1.

On March 9, 2001, the name of International Fibercom – ANA, Inc. was changed to Anacom Systems Corporation (hereinafter "Anacom") See Exhibit 2.

Anacom was a wholly-owned subsidiary of International Fibercom, Inc., ("IFC") at that time a public company. A copy of the cover page and Exhibit 21.1 to IFC's Annual report on Form 10-K, filed April of 2001, shows Anacom listed as a subsidiary. See Exhibit 3.

On February 13, 2002, IFC filed for bankruptcy under chapter 11. See Exhibit 4.

On February 19, 2002, the captioned trade mark was registered.

In April of 2002, IFC sold its assets, including the assets of Anacom, to General Fiber Communications, Inc. ("GFC"). See Exhibit 5

On April 17, 2002, the subject trademark was assigned to GFC, and the assignment was recorded with the Assignment Branch at reel 2631/frame 0552 on November 19, 2002.

GFC had financial difficulties, and Henry Wojtunik negotiated to acquire the former Anacom assets (including the subject trademark) from GFC. He formed Fiber-Span to acquire the Anacom assets.

On November 7, 2002, the assets formerly owned by Anacom were sold by GFC to Fiber-Span. Part of the consideration was a promissory note, and the sale terms provided that Fiber-Span would license certain intellectual property (including the subject trademark) from GFC until its promissory note was paid in full, at which time GFC would execute an assignment. See license annexed as Exhibit 6.

On August 28, 2003, Fiber-Span paid the last payment on the promissory note. See Exhibit 7 which is a copy of the check paid from the attorney trust account of Fiber-Span's attorney, and noted "'Payoff of Fiber-Span 8% Promissory Note dated November 7, 2002" page 2 of this exhibit shows the endorsement of GFC.

Notwithstanding the fact that the Promissory Note was paid, GFC failed to execute the assignment, and on July 6, 2005, GFC filed for bankruptcy under Chapter 11. Two days later, the case was converted to Chapter 7 (Case No. 1-05-20964, jointly administered with Case No. 05-20953; US Bankruptcy Court for the Eastern District of New York, Brooklyn Division), and a Chapter 7 Trustee was appointed to oversee the liquidation of GFC. See Exhibit 8.

GFC's corporate charter was voided on March 1, 2007, and GFC was proclaimed inactive by the State of Delaware on June 26, 2007. See Exhibit 9. GFC no longer exists as an entity.

Because GFC no longer exists, there are no officers of GFC to execute the required assignment, and Henry Wojtunik has made and filed this declaration for the purpose of supporting the transfer of title of the captioned trademark to the rightful owner, Fiber-Span, L.L.C.

Dated: 11-27-07



HENRY WOJTUNIK
Managing Member
Fiber-Span, L.L.C.

EXHIBIT 1

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
CERTIFICATE RELATIVE - MERGER

INTERNATIONAL FIBERCOM - ANA, INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above-named
Arizona Foreign Profit Corporation did
on the 13th day of February, 2001, file and record
in this department a Certificate of Merger of
ANACOM SYSTEMS CORPORATION
into INTERNATIONAL FIBERCOM - ANA, INC.
which is the surviving business entity. This certificate
is herein issued as by the statutes of this State required.*

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
20th day of February, 2001*



A handwritten signature in cursive script, which appears to read "Peter R. Lawrance".

Peter R Lawrance
Acting State Treasurer

TRADEMARK

REEL: 003690 FRAME: 0547

EXHIBIT 2

10/23/2007

Arizona Corporation Commission
State of Arizona Public Access System

12:23 PM

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Amendments

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Corporate Inquiry

File Number: -0978285-5 AD-DISSOLVED-FILE ANNUAL REPORT 12/09/2004

[Check Corporate Status](#)

Corp. Name: ANACOM SYSTEMS CORPORATION

Domestic Address

% C T CORPORATION SYSTEM
2394 E CAMELBACK RD
PHOENIX, AZ 85016

Statutory Agent Information

Agent Name: C T CORPORATION SYSTEM

Agent Mailing/Physical Address:

2394 E CAMELBACK RD
PHOENIX, AZ 85016

Agent Status: APPOINTED 02/05/2001

Agent Last Updated: 06/10/2006

Additional Corporate Information

Corporation Type: BUSINESS

Business Type: CONTRACTOR

Incorporation Date: 02/05/2001

Corporate Life Period: PERPETUAL

Domicile: ARIZONA

County: MARICOPA

Approval Date: 02/05/2001

Original Publish Date: 03/05/2001

Status: AD-DISSOLVED-FILE ANNUAL REPORT

Status Date: 12/09/2004

Officer Information

PETER A WOOG
PRESIDENT/CEO
206 E FOREST HILLS DR
PHOENIX, AZ 85022

Date of Taking Office: 12/16/2002

Last Updated: 02/19/2003

JOHN KEALY
SECRETARY
5526 E CAMELHILL RD
PHOENIX, AZ 85018

Date of Taking Office: 12/16/2002

Last Updated: 02/19/2003

Annual Reports

Next Annual Report

Due: 02/05/2004

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File Year	File Month	Date Received	Reason Returned	Date Returned	Extension
2003	02	12/17/2002			
2002	02	09/27/2002			

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Scanned Documents

(Click on gray button to view document)

Document Number	Description	Date Received
00576174	02 ANNUAL REPORT	09/27/2002
00619781	03 ANNUAL REPORT	12/17/2002
01642039	AGENT ADDRESS CHANGE	05/26/2006

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Amendments

Amendment Date	Amendment Type	Publish Date	Publish Exception
03/09/2001	NAME CHANGE	04/09/2001	

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Notices of Pending Administrative Dissolution

Date	Reason
07/13/2004	DELINQUENT ANNUAL REPORT
06/16/2002	DELINQUENT ANNUAL REPORT

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Administrative Dissolutions and Reinstatements

Administrative Dissolution Date	Administrative Dissolution Reason	Reinstatement Date
12/09/2004	AD-DISSOLVED - FILE A/R	

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Name Changes / Mergers

Description	Corporation Name	Date
CHANGED FROM	INTERNATIONAL FIE ERCOM - ANA, INC.	03/09/2001
MERGED FROM	ANACOM SYSTEMS CORPORATION (NO RECORD)	02/15/2001

Microfilm

Location	Date Received	Description
11442012039	02/05/2001	ARTICLES
11448018002	02/15/2001	MERGER
20268051041	03/05/2001	PUB OF ARTICLES
11448013010	03/09/2001	AMENDMENT
20273054024	03/19/2001	PUB OF MERGER
20276008049	04/09/2001	PUB OF AMENDMENT
11478036047	08/15/2001	CORP ADDRESS CHG
31671003414	06/16/2002	NOTICE OF PENDING ADMINISTRATIVE DISSOLUTION
31690001208	09/27/2002	02 ANNUAL REPORT
31701001083	12/17/2002	03 ANNUAL REPORT
31791003044	07/13/2004	NOTICE OF PENDING ADMINISTRATIVE DISSOLUTION

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- [Corporate Name Search Instructions](#)
- [General Web Site Usage Instructions](#)

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

EXHIBIT 3

FORM 10-K/A
(Amendment No. 1)

ANNUAL REPORT

PURSUANT TO SECTIONS 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2000

Commission File No. 1-9690

INTERNATIONAL FIBERCOM, INC.

(Exact name of small business issuer as specified in its charter)

Arizona

(State of Incorporation)

86-0271292

(IRS Employer Identification No.)

3410 E. University Drive, Ste. 180
Phoenix, Arizona

(Address of principal executive offices)

85034

(Zip Code)

(602) 387-4000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

None

Securities registered pursuant to Section 12(g) of the Act:

Common Stock, no par value

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

The aggregate market value of the voting stock held by non-affiliates of the Registrant based on the average of the high and low prices of the Registrant's Common Stock on the NASDAQ National Market on April 26, 2001 was approximately \$133,843,845. This is not necessarily a conclusive determination for other purposes. As of April 26, 2001, the Registrant had 35,691,692 shares of Common Stock outstanding.

EXHIBIT 21.1

INTERNATIONAL FIBERCOM, INC. SUBSIDIARIES

International FiberCom - KL, Inc. (formerly, Kleven Construction, Inc.)
International FiberCom - CON, Inc. (formerly, Concepts in Communication, Inc.)
International FiberCom - KC, Inc. (formerly, Kleven Communications (CA), Inc.)
International FiberCom - COM, Inc. (formerly, Compass Communications, Inc.)
International FiberCom - WDS, Inc. (formerly, Washington Data Systems, Inc.)
International FiberCom - WAY, Inc. (formerly, Waypoint Systems
Integration, Inc.)
International FiberCom - AST, Inc. (formerly, All Star Telecom, Inc.)
International FiberCom - NYA, Inc. (formerly, New York Antenna, Inc.)
International FiberCom - QT, Inc. (formerly, Quick Tower Construction, Inc.)
International FiberCom - PREM, Inc. (formerly, Premier Cable
Communications, Inc.)
International FiberCom Staffing Services, Inc. (formerly, IFC Staffing, Inc.)
International FiberCom - NEM, Inc.
International FiberCom - NS, Inc.
International FiberCom - FAF, Inc.
International FiberCom - DEN, Inc.
International FiberCom (UK) Limited
IFC Leasing, Inc.
AeroComm, Inc.
AeroComm Research, Inc.
All Star Telecom (Nevada), Inc.
Anacom Systems, Inc.
Beecraft Trenching, Inc.
Diversitac, Inc.
Southern Communications Products, Inc.
United Tech, Inc.

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

EXHIBIT 4

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): February 12, 2002

INTERNATIONAL FIBERCOM, INC.
(Exact name of registrant as specified in its charter)Arizona
(State or other jurisdiction of incorporation)001-13378
(Commission File Number)86-0271282
(IRS Employer Identification Number)3230 East Broadway Road, Suite 200, Phoenix Arizona 85040
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (602) 387-4000

Not Applicable
(Former name or former address, if changed since last report)

<PAGE>

ITEM 3. BANKRUPTCY OR RECEIVERSHIP.

On February 13, 2002, International FiberCom, Inc., an Arizona corporation (the "Company") filed a voluntary petition for relief under Chapter 11 of the Federal bankruptcy code in the United States Bankruptcy Court for the District of Arizona (the "Bankruptcy Court").

The Chapter 11 filing is part of the Company's plan, as a debtor-in-possession and subject to the supervision and orders of the court, to deal with its obligations, manage and operate its business, service its customers and sell assets and businesses in a strategic, orderly manner.

A copy of the press release of the Company dated February 14, 2002, is attached as Exhibit 99.1 hereto and is hereby incorporated by reference.

ITEM 5. OTHER EVENTS

The Company announced on February 12, 2002, that Joseph P. Kealy, Chairman of the Board, President and Chief Executive Officer, had resigned all of his positions with the Company. Mr. Kealy had no disagreement with the Company on any matter relating to the Company's operations, policies or practices, and provided no letter to the Company at the time of his resignation. The Board of Directors of the Company elected Peter A. Woog, an outside director of the Company, as Chairman and CEO and promoted Anthony Baumann to the position of President. Mr. Baumann will continue in the office of Chief Operating Officer.

A copy of the press release of the Company dated February 12, 2002, is attached as Exhibit 99.2 hereto and is hereby incorporated by reference.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS

Exhibit No.	Exhibit Description	Filed Herewith
99.1	Text of Press Release dated February 14, 2002	X
99.2	Text of Press Release dated February 12, 2002	X

<PAGE>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 19, 2002

INTERNATIONAL FIBERCOM, INC.

LookSmartFindArticles > Business Wire > [May 1, 2002](#) > [Article](#) > [Print friendly](#)**EXHIBIT 5****International FiberCom, Inc. Completes Asset Sale to General Fiber Communications, Inc**

Business Editors

PHOENIX--(BUSINESS WIRE)--May 1, 2002

International FiberCom, Inc. (Nasdaq:IFCIQ) announced today that it has completed the sale of substantially all of its assets to General Fiber Communications, Inc., a privately held affiliate of TenX Capital Partners, LLC.

The Company received \$20.35 million in cash plus the assumption of liabilities associated with certain assumed contracts, the value of which will be determined within 120 days of the closing, that occurred on April 17, 2002. Of the total sales proceeds, \$18.2 million was used to pay the claims of the Company's senior secured creditors. The balance of the sales proceeds will go to unsecured creditors and expenses associated with the sale and the administration of the bankruptcy proceeding. The Company will continue to manage the estate for the benefit of its constituencies until the bankruptcy case is finalized. Peter Woog remains the chairman and president of International FiberCom. The Company believes it is highly unlikely that there will be any material recovery available for its common and preferred shareholders.

On February 13, 2002, the Company filed a voluntary petition for relief under Chapter 11 of the Federal bankruptcy code in the United States Bankruptcy Court for the District of Arizona. On March 11, 2002, the Company stated that TenX had signed a letter of intent and was in the process of continuing its due diligence. That process led to the signing of an Asset Purchase Agreement on April 10, 2002, subject to bankruptcy court approval, to sell all or substantially all of the assets of the Company and certain of its subsidiaries to TenX or its nominee with the remaining assets still subject to the bankruptcy court process. The Agreement was subsequently amended on April 16, 2002 to add additional subsidiaries as signatories to the Agreement.

The sale, structured as a sale of assets under Section 363 of the Bankruptcy Code, was approved in open court by the bankruptcy court on April 12, 2002. A sale order was entered on April 16, 2002. The sale of the assets was a private sale transaction and not subject to an auction process. It was approved by the bankruptcy court based on the lengthy shopping process conducted by the investment banking firm of Gerard Klauer Mattison & Co.

International FiberCom also announced that C. James Jensen, Jerry A. Kleven, John P. Morbeck and Richard J. Seminoff have resigned from its board of directors.

This news release contains certain forward-looking statements and information within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. The cautionary statements made in this release should be read as being applicable to all related forward-looking statements wherever they appear in this release.

Forward-looking statements, by their very nature, include risks and uncertainties. Accordingly, the actual results could differ materially from those discussed herein. Unless otherwise required by applicable securities laws, the Company disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

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EXHIBIT 6

LICENSE AGREEMENT

LICENSE AGREEMENT (this "License Agreement"), dated as of November 6, 2002, by and between Fiber-Span, LLC, a New Jersey limited liability company, having its principal office at One Possumtown Road, Piscataway, NJ 08554 ("Licensee"), and General Fiber Communications, Inc., a Delaware corporation, having its principal office at 100 W. Elm Street, Suite 300, Conshohocken, PA 19428 ("Licensor"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Agreement of Purchase and Sale of Assets, dated as of November 6, 2002 (the "Purchase Agreement"), between the Licensee and Licensor.

1. DEFINITIONS

1.1 "Effective Date" means the date upon which this License Agreement is made.

1.2 "Intellectual Property Rights" means the worldwide intangible legal rights or interests evidenced by or embodied in (i) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, patent applications, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, industrial designs, registration or moral rights recognized by law, (iii) any trademarks, service marks, trade names, trade dress, domain names, logos and associated goodwill, and (iv) any other proprietary technology or material in which similar rights exist.

1.3 "Licensed Technology" means all items identified on Exhibit A attached hereto and all Intellectual Property Rights pertaining thereto.

2. LICENSE

2.1 General. The Licensed Technology is licensed, not sold, to Licensee for use only under the terms and conditions of this Agreement, and Licensor reserves all rights not expressly granted herein. Any other use of the Licensed Technology not specifically allowed by this Agreement is strictly prohibited.

2.2 Rights Granted. (a) Subject to the terms and conditions set forth in this License Agreement, Licensor hereby grants to Licensee a non-transferable, exclusive, worldwide license to use the Licensed Technology solely for the purposes of (i) the operation of the Anacom Business, (ii) the production of the Products, which specifically includes the embedding of the Licensed Technology within such Products, and (iii) production of fiber transceivers built up into subracks, which may include only the following additional components: power supplies, filters, amplifiers and passive optical components.

(a) Subject to the termination provisions of Section 6.2, if Licensee is not in default under the Security Agreement or the Note, or in breach of this License Agreement, the Purchase Agreement or the Supply Agreement, at the end of the three-year license term, Licensor shall transfer its rights to the Licensed Technology pursuant to the Assignment Agreement attached hereto as Exhibit B (the "Assignment Agreement").

2.3 No Reverse Engineering or Removal of Notices. To the extent that the Licensed Technology is comprised of proprietary software, Licensee may not decompile, reverse engineer, disassemble, modify, translate, decipher or otherwise determine the source code or create derivative works of such Licensed Technology or any part thereof. Licensee may not alter, obscure, remove or separate any proprietary notices or labels, nor remove or separate this License Agreement, from such Licensed Technology.

2.4 Additional Restrictions. Without limiting the foregoing, except as expressly permitted by this License Agreement, Licensee may not (i) use the Licensed Technology for any use other than as enumerated in Section 2.2, nor lease, lend, grant a security interest in, sublicense or otherwise transfer rights to the Licensed Technology (except as otherwise expressly set forth herein); (ii) electronically transfer, transmit or provide access to the Licensed Technology from one computer to another over a network (except for Licensee's own internal data processing operations over a secure local or wide area network), the Internet (except for Licensee's use of the Website (as such term is defined in Exhibit A)) or any other means, including without limitation making the Licensed Technology, its features or results, available through an application service provider or the like; or (iii) distribute or make available copies of the Licensed Technology in any form, electronic or otherwise (except for backup purposes).

2.5 No Other Rights Granted. This License Agreement grants Licensee only the rights to use the Licensed Technology expressly stated in this License Agreement. Except as otherwise expressly set forth herein, (a) no rights of ownership are transferred, and (a) between the parties, all rights, title and interest in and to the Licensed Technology shall at all times remain with Licensor.

2.6 No Transfer or Assignment. The rights granted herein are restricted for use solely by Licensee and may not be assigned or transferred to a third-party without the prior written permission of Licensor.

2.7 Documentation. To the extent that the Licensed Technology is comprised of proprietary software, Licensor will provide Licensee with one (1) set of user documentation, user guides and other reference materials (in electronic or hardcopy format at Licensor's discretion) (the "Documentation"). The Documentation may not be copied without Licensor's written permission. Any permitted copies shall maintain intact all proprietary rights notices.

2.8 Compliance with Laws. Licensee may not use the Licensed Technology in any illegal manner or for any unlawful purpose, including without limitation for the violation of the rights of others. Licensee shall indemnify Licensor for any and all claims arising from any violation by Licensee or Licensee's agents of the terms of this License Agreement.

3. PAYMENT

3.1 In consideration of the licenses granted herein, at the Closing, Licensee shall pay to Licensor in cash \$1,000, and shall thereafter pay Licensor \$1,000 on each of the first two annual anniversaries of the Effective Date, for an aggregate license fee of \$3,000.

3.2 If Licensor is required to pay sales, use, property, value-added or other federal, state or local taxes based on the licenses granted in this Agreement or on Licensee's use of the

Licensed Technology (except for taxes based on Licensor's income), then such taxes shall be invoiced to and paid by Licensee within thirty (30) days of Licensee's receipt of such invoice.

4. OWNERSHIP

4.1 Except as otherwise set forth herein, as between the parties, (a) Licensee acknowledges that Licensor retains all right, title and interest in and to the Licensed Technology, (a) no license or other right is granted except for the rights specifically set forth herein, and (a) Licensee acknowledges, and agrees not to contest, Licensor's proprietary rights in the Licensed Technology.

5. CONFIDENTIALITY

5.1 Licensee agrees not to disclose any confidential information of Licensor regarding the Licensed Technology or information that is otherwise disclosed by Licensor to Licensee in connection with this License Agreement (including without limitation the terms of this License Agreement, information about Licensor's products and services, customer information, transaction data, financial data, supplier information, business requirements, software, systems, marketing philosophy, objectives, pricing information, data compilations, methodologies and strategies, competitive advantages and disadvantages, financial results, technological developments and trade secrets) (collectively, "Confidential Information"). Licensee shall take reasonable measures to maintain the confidentiality of the Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of a similar nature. Licensee shall not use any Confidential Information for any purpose other than in connection with the performance of its obligations under, and as permitted by, this License Agreement. Licensee may disclose the Confidential Information to its employees, consultants, third party manufacturers or assemblers with a need to know for the performance of this License Agreement (subject to disclosure restrictions comparable to those set forth herein), and shall remain responsible for all use of the Confidential Information by such employees, consultants or third party manufacturers and assemblers. Furthermore, Licensee may disclose the Confidential Information (i) to the extent required by law or pursuant to the order or requirement of, or in connection with proceedings before, a court, administrative agency or other governmental body, provided that before such disclosure is made Licensee has, to the extent permissible by law, made reasonable efforts to notify Licensor of the intended disclosure to allow Licensor an opportunity to object to the disclosure and reasonably assist Licensor in that regard; and (i) to the extent required and on a confidential basis to its legal and/or financial advisors.

5.2 Exceptions. Confidential Information shall not include information that (i) is or becomes generally known to the public through no breach of any confidentiality obligation; or (i) is rightfully known to Licensee at the time of disclosure by Licensor without violation of any confidentiality restriction and without any restriction on Licensee's further use or disclosure.

6. TERM AND TERMINATION

6.1 Term. This License Agreement and the licenses granted in Section 2 shall commence on the Effective Date and remain in effect for a period of three years thereafter or unless earlier terminated as set forth in Section 6.2.

6.2 Termination. This License Agreement and the licenses granted in Section 2 are conditioned upon Licensee's continued compliance with this License Agreement. In the event of a breach of this License Agreement by Licensee, Licensor may terminate this License Agreement and the licenses granted in Section 2 upon thirty (30) days notice to Licensee, provided that Licensee has not cured the breach within that thirty (30) day period. If Licensee fails to cure the breach within that thirty (30) day period, then this License Agreement and the licenses granted in Section 2 shall terminate upon the expiration of that thirty (30) day period without further notice from Licensor. Additionally, Licensor may terminate this License Agreement immediately upon notice to Licensee in the event that Licensee (i) breaches Section 4 or Section 5 of this Agreement; (i) becomes insolvent, ceases doing business in the ordinary course or voluntarily or involuntarily commences bankruptcy proceedings; or (i) is in default under the Note or the Security Agreement, or is in breach of the Purchase Agreement or the Supply Agreement, and such default or breach, as the case may be, is not cured in accordance with the terms and conditions of the respective agreements within the applicable cure period.

6.3 Effect of Termination. Termination of this License Agreement for any reason shall not relieve Licensee's obligation to pay all fees that have accrued prior to the termination. Upon termination of this License Agreement, Licensee shall (i) cease use of the Licensed Technology, (i) return to Licensor all of the Licensed Technology and any other confidential and proprietary information received from Licensor during or in connection with this License Agreement and all copies thereof; and (i) certify to Licensor that all of the Licensed Technology has been returned to Licensor.

7. NO WARRANTY

7.1 THE LICENSED TECHNOLOGY IS PROVIDED "AS IS," AND LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE LICENSED TECHNOLOGY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND LICENSOR DOES NOT WARRANT THAT THE LICENSED TECHNOLOGY WILL MEET LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF ANY OF THE LICENSED TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN ANY OF THE LICENSED TECHNOLOGY WILL BE CORRECTED.

8. LIMITATION OF LIABILITY

8.1 EXCEPT AS TO BREACHES OF SECTION 2 OR SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PERSONAL INJURY OR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES

WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, RE-RUN TIME, INACCURATE INPUT, WORK DELAYS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE LICENSED TECHNOLOGY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, AND EVEN IF SUCH PARTY HAS REASON TO KNOW OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY FOR ALL DAMAGES EXCEED THE AMOUNT PAID BY LICENSEE TO LICENSOR FOR THE LICENSED TECHNOLOGY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. EXPORT CONTROLS

9.1 Licensee may not use or otherwise export or re-export the Licensed Technology except as authorized by United States law. In particular, but without limitation, the Licensed Technology may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed countries; (i) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Table of Deny Orders; or (i) otherwise in violation of or as prohibited by the laws, rules, regulations or administrative orders of the U.S., or any unit, agency or department thereof.

10. MISCELLANEOUS

10.1 Assignment. This License Agreement may not be assigned or otherwise transferred by Licensee without the prior written consent of Licensor.

10.2 Governing Law and Jurisdiction. This License Agreement shall be governed by the laws of the State of New York without regard to principles of conflicts of laws and shall inure to the benefit of Licensor, its successors and assigns. Any disputes relating hereto other than those subject to arbitration as provided below shall be adjudicated only in the state or federal courts in New York County, and Licensee hereby consents to the exclusive jurisdiction of said courts. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

All disputes, other than requests for injunctions or preliminary relief, related to this Agreement, or its formation, interpretation, enforcement or breach, shall be settled by arbitration in New York. The arbitration shall proceed in accordance with the Expedited Procedures provisions of the Commercial Arbitration Rules of the American Arbitration Association ("AAA") before a single arbitrator. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration, and shall be enforceable by any court having jurisdiction thereover. The arbitrator is empowered to hear and determine all such disputes between the parties concerning the subject matter of this Agreement, and the arbitrator may award monetary damages, including interest, restitution and costs, but not punitive damages.

10.3 Notice. All notices, including notices of address change, required to be sent under this License Agreement shall be in writing and sent by courier, certified mail or facsimile and sent to the address or facsimile number listed in the Purchase Agreement. Notice shall be deemed to have been given when received.

10.4 Modifications. No modification or waiver of any provision of this License Agreement, nor consent to any departure herefrom shall be effective unless the same shall be in writing and signed (in the case of a modification, by both parties; in the case of a consent, by the consenting party).

10.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this License Agreement, or portion thereof, to be unenforceable, that provision of the License Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License Agreement shall continue in full force and effect.

10.6 No Waiver. Unless otherwise agreed herein, no delay or failure on the part of any party in exercising any right hereunder shall impair any such right or any remedy of such party nor shall it be construed to be a waiver of any continuing breach or default hereunder or any acquiescence therein or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default hereunder be deemed a waiver of any other breach theretofore or thereafter occurring.

10.7 Force Majeure. Neither party will be liable by reason of failure of performance (except failure to pay) if the failure arises out of causes beyond the party's reasonable control, provided that the party claiming inability to perform uses reasonable efforts to mitigate the harm caused by any such non-performance and to recommence performance as soon as feasible.

10.8 Headings. The headings of the Sections herein are for convenience of reference only and are not to be considered in construing this License Agreement.

10.9 Relationship of Parties. The relationship of the parties is solely that of independent contractors, and not partners, joint venturers or agents.

10.10 No Third-Party Rights. Nothing contained in this License Agreement, expressed or implied, is intended to confer upon any person or entity other than the parties and, subject to Section 10.1, their respective successors and assigns, any rights or remedies resulting from this License Agreement.

10.11 Complete Agreement. This License Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all agreements and understandings between the parties concerning the subject matter hereof.

10.12 Survival. Each of the provisions of this License Agreement which are not, by the expressed terms of this License Agreement, fully to be performed during the term of this License Agreement including, without limitation, Sections 3, 4, 5, 6.3, 7.1, 8 and 10, shall survive the termination of this License Agreement for any reason or the assignment of this License Agreement to any successor in interest or other permissible assignee.

IN WITNESS WHEREOF, the undersigned have duly executed this License Agreement as of the date set forth above.

LICENSEE:

FIBER-SPAN, LLC

By: Henry Wojtunik
Name: HENRY WOJTUNIK
Title: PRESIDENT

LICENSOR:

GENERAL FIBER COMMUNICATIONS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this License Agreement of the date set forth above.

LICENSEE:

FIBER-SPAN, LLC

By: _____

Name:

Title:

LICENSOR:

GENERAL FIBER COMMUNICATIONS, INC.

By:  _____

Name: Murat Aslansan

Title: Chief Executive Officer

Exhibit A

Licensed Technology

Domain Names: Anacomsystems.com

Anacom Systems Website (the "Website")

Trade Names Anacom and Anacom Systems

Trade Mark RF On Fiber™

Product Names on Schedule I of Asset Purchase Agreement

Product Designs Of All Products on Schedule I of Asset Purchase Agreement

Telephone Number 732 564 9000

Fax Number 732 564 1990

US Patent No. 6,211,978, issued April 3, 2001, entitled "Multi-Channel Wave Division Multiplexer System"

Exhibit B

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of this ____ day of June, 2002, by General Fiber Communications, Inc. ("Assignor"), in favor of Fiber-Span, LLC ("Assignee").

A. Assignor and Assignee are parties to that certain License Agreement dated November 6, 2002 (the "License Agreement"), which provides for, among other things, upon the satisfaction of certain conditions, the assignment from Assignor to Assignee of all of Assignor's right, title and interest in and to the intellectual property identified on Schedule A attached hereto (the "Intellectual Property").

B. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest Assignor has in and to the Intellectual Property pursuant to the terms, provisions and conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of its right, title and interest it has in and to the Intellectual Property, including specifically, but not limited to, all applications and registrations therefor, all ownership, moral, attribution and/or integrity rights, and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of any rights assigned to Assignee under this Assignment.

2. Acceptance. Assignee hereby accepts the foregoing assignment of the Intellectual Property.

3. Further Assurances. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals or third parties of the fact that Assignee owns all right, title and interest in and to the Intellectual Property and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Intellectual Property.

4. Additional Terms and Conditions. This Assignment is subject to all of the terms and conditions (including, without limitation, the representations and warranties) contained in the License Agreement.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

GENERAL FIBER COMMUNICATIONS, INC.

By: _____
Name:
Title

ASSIGNEE:

FIBER-SPAN, LLC

By: _____
Name:
Title

Schedule A
Intellectual Property

Domain Names: Anacomsystems.com

Anacom Systems Website

Trade Names Anacom and Anacom Systems

Trade Mark RF On Fiber™

Product Names on Schedule I of Agreement of Purchase and Sale of Assets by and between the Assignee and the Assignor dated November 6, 2002 (the "Purchase Agreement")

Product Designs Of All Products on Schedule I of Purchase Agreement

Telephone Number 732 564 9000

Fax Number 732 564 1990

US Patent No. 6,211,978, issued April 3, 2001, entitled "Multi-Channel Wave Division Multiplexer System"

EXHIBIT 8

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

CHAPTER 7

**METROTEC COMMUNICATIONS, INC.
CONNEXION, INC.
CONNEXION, LLC
GFCI, LLC
GFCI CALIFORNIA, LLC
GFCI I, LLC
GFCI II, LLC
GFCI - AZ, LLC
GFCI - TX, LLC
GFCI - NJ, LLC
GENERAL FIBER COMMUNICATIONS, INC.**

Case Nos. 105-20953 (DEM)
105-20954 (DEM)
105-20955 (DEM)
105-20956 (DEM)
105-20957 (DEM)
105-20958 (DEM)
105-20959 (DEM)
105-20960 (DEM)
105-20961 (DEM)
105-20962 (DEM)
105-20964 (DEM)

Debtors.

**APPOINTMENT OF INTERIM TRUSTEE AND TRUSTEE
AND DESIGNATION OF REQUIRED BOND**

Lori Lapin Jones, Esq., of Great Neck, New York, is hereby appointed, pursuant to 11 U.S.C. 701(e) as Interim Trustee for the estate of the above-captioned debtors. See 11 U.S.C. 701(e). If no trustee is elected, she shall serve as the Trustee in this case by operation of law. 11 U.S.C. 702(d).

The amount of her bond is covered by the bond of Interim Trustees in Chapter 7 cases issued by Liberty Mutual Insurance Company which is on file with the Office. See 11 U.S.C. 322(a) Federal Rules of Bankruptcy Procedure 2010(a). In addition, because her blanket acceptance of appointment is on file (FRBP 2008; FRBP 2010(i)), she is required to notify the undersigned in writing

TRADEMARK

REEL: 003690 FRAME: 0567

within five (5) business days after receipt of this notice only in the event she rejects this appointment.

Dated: New York, New York
July 8, 2005

Respectfully submitted

DEIRDRE A. MARTINI
UNITED STATES TRUSTEE

By: *s/Diana G. Adams*

Diana G. Adams
Assistant United States Trustee
33 Whitehall Street 22nd Floor
New York, New York 10004
Tel. No. (646) 458-1000
Fax No. (646) 458-1015

TRADEMARK

REEL: 003690 FRAME: 0568


CORPORATION SERVICE COMPANY™
GENERAL FIBER COMMUNICATIONS, INC.
 Matter Number n/a

DELAWARE STATUS SEARCH
EXHIBIT 9

 Corporation Service Company
 2711 Centerville Road
 Wilmington, DE 19808
 800.927.9800
 302.636.5454 fax

www.incspe.com
Entity Information

		Search Results Date/Time		10-21-2007 17:57	
Entity Name	GENERAL FIBER COMMUNICATIONS, INC.				
File Number	3508128	Status	Void since 03-01-2007		
Name Type	Inactive Delaware Co.	Stock Type	Stock Company		
Entity Type	Corporation	Corp Type	General		
Tax Type	A/R Filing Required				
Residency	Domestic	State	DE	Country	US
Incorporation Date	03-28-2002	Proclaim Date	06-26-2007		
Renew Date		Expire Date			
Bankruptcy		Bankrupt Date			
State		Case No			
Orig Incorp Country		Orig Date			
Merged To Name					
Merged To Number		State			
Federal ID		Qtrly Filings		Last Ann Rpt	2004

Registered Agent

Agent Name	CORPORATION SERVICE COMPANY		Agent ID	9000014
Address	2711 CENTERVILLE ROAD		Phone	302-636-5401
	SUITE 400		Fax	302-636-5454
City	WILMINGTON		County	New Castle
	State	DE	Zip	19808

Stock Information

Amendment Number		000		Effective Date		03-28-2002 18:00	
Description	Class	Series	Authorized	Par Value			
COMMON			100	0.001000			
Total Shares Authorized			100	0			

The information above is taken from the records of Delaware's Office of the Secretary of State and reflects information of record as of the thru date listed on this report. CSC cannot and does not independently verify the accuracy or completeness of this information and, accordingly, we make no guarantees or representations about the accuracy or completeness of the information and disclaim any warranties about it and any liability for errors or omissions. If you wish to obtain a certified copy of documents on file or an official good standing, please contact your CSC Customer Service Representative.


CORPORATION SERVICE COMPANY™

GENERAL FIBER COMMUNICATIONS, INC.
 Matter Number n/a

Corporation Service Company
 2711 Centerville Road
 Wilmington, DE 19808
 800.927.9800
 302.636.5454 fax

DELAWARE STATUS SEARCH
www.Incapot.com
Filing History (last 5 filings)

Filing Year	Doc Code	Description	Pages	Filing Date/Time	Effective Date	Merger Type
2004	0133	Change of Agent	1	02-19-2004 17:02	02-19-2004	
2002	0240	Amendment; Domestic	1	04-12-2002 11:00	04-12-2002	
Prev Name		JFCI ACQUISITION CORP.				
2002	0102S	Incorp Delaware Stock Co.	2	03-28-2002 18:00	03-28-2002	

Taxes Due

Tax Year	Filing Fee	Total Tax	Penalty	Interest	Other	Paid	Balance
2006	0.00	35.00	100.00	0.00	0.00	0.00	135.00
2005	0.00	35.00	100.00	18.00	0.00	35.00	118.00
2004	25.00	35.00	100.00	2.03	0.00	162.03	0.00
Tax Balance Due as of						10-21-2007	253.00

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