

Assignment

9/22/09 MRD

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09-24-2009

Electronic Version v1.1
Stylesheet Version v1.1



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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignee previously recorded on Reel 004057 Frame 0290. Assignor(s) hereby confirms the Section I, para. 1..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dominion Enterprises		09/19/2007	PARTNERSHIP: VIRGINIA

RECEIVING PARTY DATA

Name:	Atlantel, Inc.
Street Address:	201 Armour Drive, NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30324
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1839370	TELECOM GEAR

CORRESPONDENCE DATA

Fax Number: (404)681-1046
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (404) 681-3450
 Email: jchristy@swflp.com
 Correspondent Name: John A. Christy
 Address Line 1: 1100 Peachtree Street, NE
 Address Line 2: Suite 800
 Address Line 4: Atlanta, GEORGIA 30309

Assignment

Page 2 of 2

ATTORNEY DOCKET NUMBER:	7460.1
NAME OF SUBMITTER:	Elizabeth L. Fite
Signature:	/elf/
Date:	09/22/2009
Total Attachments: 7 source=Assignment 2007#page1.tif source=Assignment 2007#page2.tif source=Assignment 2007#page3.tif source=Assignment 2007#page4.tif source=Assignment 2007#page5.tif source=Assignment 2007#page6.tif source=Assignment 2007#page7.tif	
RECEIPT INFORMATION	
ETAS ID:	TM153232
Receipt Date:	09/22/2009
Fee Amount:	\$40

USPTO

9/8/2009 10:28:29 AM PAGE 4/005

Fax Server

JOHN A. CHRISTY COMPANY 00 PEACHTREE STREET, NE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.109/04/2009
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dominion Enterprises		08/12/2009	PARTNERSHIP: VIRGINIA
RECEIVING PARTY DATA			
Name:	Atlantel Corporation		
Street Address:	201 Armour Drive, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30324		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1639370	TELECOM GEAR	
CORRESPONDENCE DATA			
Fax Number:	(404)681-1046		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(404) 681-3450		
Email:	jchristy@swflp.com		
Correspondent Name:	John A. Christy		
Address Line 1:	1100 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	7460.1		
NAME OF SUBMITTER:	Elizabeth L. Fite		
Signature:	/elizabeth l. fite/		
Date:	09/04/2009		

OP \$40.00 1639370

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D:\JOHN A. CHRISTY COMPANY 00 PEACHTREE STREET, NE

Total Attachments: 1

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BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT, effective as of September 19, 2007 (collectively with all attachments hereto referred to as the "Agreement"), is by and between DOMINION ENTERPRISES, a Virginia general partnership ("Seller"), and ATLANTEL, INC., a Georgia corporation ("Buyer").

RECITALS:

A. Seller previously published and distributed "Telecom Gear", a monthly classified advertising publication devoted to the purchase and sale of telecommunications equipment (the "Publication"), and operated various related Internet web sites.

B. Seller has discontinued substantially all operations of the Publication and now desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets of Seller related exclusively to the Publication, all in accordance with and subject to the terms hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section I: Basic Transaction: Purchase Price.

1. Seller does hereby sell, transfer, set over, assign and convey unto Buyer all of Seller's right, title and interest in and to only the following assets related exclusively to the Publication (the "Acquired Assets"): (i) the mailing list for the Publication; (ii) all advertiser lists and other advertiser account information for the Publication in Seller's possession at Closing (defined below); (iii) Seller's rights in and to the name "TELECOM GEAR", including the trademark registrations therefor described in Schedule A hereto (the "Trademark Registrations"); and (iv) the URLs and Internet web sites related to the Publication and expressly set forth in Schedule B hereto; TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever. Except for the Acquired Assets, Seller shall not have any obligation to sell to Buyer, and Buyer shall not have any purchase rights with respect to, any other assets of Seller.
2. The purchase price for the sale, transfer, conveyance and delivery to Buyer of the Acquired Assets (the "Purchase Price") shall consist of a cash payment of Fifty Thousand Dollars (\$50,000). The Purchase Price shall be paid by Buyer to Seller by wire transfer or other immediately available funds at the closing of the transactions contemplated by this Agreement ("Closing"), which shall occur contemporaneously with the execution and delivery hereof (the date of Closing is the "Closing Date"). Buyer shall be solely responsible for all sales, use and transfer taxes, if any, imposed on the transactions contemplated hereby.

Section II: Representations and Warranties.

1. Seller hereby represents and warrants to Buyer as follows: (i) Seller has full power and authority to execute, deliver and perform this Agreement and this Agreement represents the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms; (ii) this Agreement and the performance of the transactions herein contemplated to be performed by Seller have been duly authorized; (iii) Seller has good and valid title to, and the right to convey, transfer, assign and deliver to Buyer, the Acquired Assets free and clear of all liens and encumbrances; and (iv) there are no actions, suits or proceedings, governmental or otherwise, pending or, to the knowledge of Seller, threatened against Seller with respect to the Acquired Assets.
2. Buyer acknowledges and agrees that, except as expressly set forth in Section II.1 above, Seller makes no representations or warranties of any kind or nature to Buyer regarding the Acquired Assets, including, without limitation, any express warranty of any kind or any implied warranties of merchantability or fitness for a particular purpose or any warranties with respect to the operations of the Publication as a going-concern, and that Seller is selling, assigning, transferring and conveying the Acquired Assets to Buyer, and Buyer accepts and assumes the Acquired Assets, "AS IS, WHERE IS" with all faults.

Section III: Additional Agreements.

1. At Buyer's request, Seller shall deliver to Buyer one or more assignments of trademarks in connection with the Trademark Registrations in such form and content as provided by Buyer to the extent required to file such assignments with the applicable agencies.
2. (a) Notwithstanding anything in this Agreement or otherwise to the contrary, Buyer acknowledges and agrees that (i) Buyer shall not use any trade names, trademarks, service marks or logos of Seller or any of Seller's affiliates in connection with Buyer's publication and distribution of the Publication (or any other publication published by Buyer), and (ii) Buyer shall not make any claim that Buyer or the Publication (or any other publication published by Buyer) is affiliated or otherwise associated with Seller or any of Seller's affiliates. In addition, Buyer shall, except as required in the performance of its obligations hereunder or otherwise required by law, keep as confidential the terms of the transaction contemplated hereby and any other non-public information received from Seller or its affiliates.

(b) Notwithstanding anything in this Agreement or otherwise to the contrary, Seller acknowledges and agrees that from and after the Closing Seller shall not use, in a publication or otherwise, any trade names, trademarks, service marks, domain names or logos that are expressly included within the Acquired Assets.

- (c) Each party agrees that damages alone will be an insufficient remedy for a breach or violation of the provisions of this Section III.2 and that the non-breaching party shall be entitled as a matter of right, without limitation of any other remedy available to it for a breach or violation by the breaching party of the provisions of this Section III.2, to equitable relief (including injunctive relief) in any court of competent jurisdiction (without the showing of irreparable, special or imminent damages or the obligation to provide surety or post any bond).

Section IV: Noncompetition.

Seller agrees that for the period commencing on the date hereof and ending two (2) years after the date hereof (the "Restricted Period"), Seller shall not (a) own or operate any classified advertising publication that is devoted exclusively or primarily to the purchase and sale of telecommunications equipment (a "Competitive Publication"), and (b) Seller shall not solicit any customers or advertisers of the Publication in connection with any Competitive Publication; provided, however, notwithstanding anything to the contrary in the foregoing, it shall not be (and shall not be deemed to be) a violation of the foregoing covenant (i) for Seller to include classified advertising and other content related to telecommunications equipment in Seller's other publications, so long as such other publications are not Competitive Publications, or (ii) for Seller to invest in or acquire a business that operates, among other things, a Competitive Publication, so long as the annual revenue of such Competitive Publication does not during the Restricted Period exceed fifty percent (50%) of the annual revenue of such business. Should Seller breach any of the provisions of this Section IV, in addition to and not in limitation of any other rights or remedies Buyer may have, Buyer shall be entitled to obtain equitable relief for any such breach (without requirement of bond or corporate surety) so that Seller shall be required to cease and desist immediately from breaching such provisions (it being agreed that damages alone would be inadequate to compensate Buyer and would be an inadequate remedy for such breach).

Section V: Miscellaneous.

This Agreement represents the entire agreement of the parties hereto with respect to the transactions contemplated hereby. Each party to this Agreement agrees to execute and deliver such additional documents and take such other actions as may be reasonably requested by the other party to carry out the intent of this Agreement. Neither party may assign or transfer any of its rights under this Agreement or any interest herein without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors, transferees and permitted assigns. If any provision of this Agreement is deemed to be illegal or unenforceable as written by a court, arbitrator or the like having proper jurisdiction, such provision shall be interpreted in whatever manner is necessary to be deemed enforceable while retaining as closely as possible the original language and intent of the parties, and no such determination shall affect the validity or interpretation of the remaining terms of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither party shall be liable to the other party, under any legal theory, for any indirect, special, incidental, punitive, consequential or similar

damages arising out of this Agreement or the transactions contemplated hereby, or for any claim made against the other party by any other person or entity, even if such party has been advised of the possibility of such damages or claims. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the exclusive venue for any legal proceedings arising out of or related to this Agreement shall be any court of competent jurisdiction situated in Norfolk, Virginia. EACH OF THE PARTIES HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

This Agreement is executed and delivered under seal, and the designation "[SEAL]" on this Agreement shall be as effective as the affixing of a seal physically hereto.


* * * * *

WITNESS as of the day and year first set forth above, the following signatures and seals evidencing agreement of the parties as set forth above.

SELLER:

DOMINION ENTERPRISES,
a Virginia general partnership


[SEAL]

By: 
Name: James Shumadas
Title: Director, DWS

BUYER:

ATLANTEL, INC.,
a Georgia corporation



By: 
Name: John F. Murry
Title: CEO

SCHEDULE ATrademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
TELECOM GEAR (United States)	1,839,370	June 14, 2014
TELECOM GEAR (Mexico)	503,626	September 15, 2013
TELECOM GEAR (Canada)	735,011	May 12, 2010

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SCHEDULE B**Domain Names**

<u>Name</u>	<u>Expiration Date</u>
telecomgear.biz	November 18, 2007
telecomgear.info	October 31, 2007
telecomgearonline.com	January 28, 2008
telecomgeartrader.com	November 7, 2007
telegear.com	June 21, 2008
telect.biz	November 18, 2007
telect.info	September 22, 2007

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