

06-04-1998

*MMA*  
*6/1/98*  
*RECOR*



100727724

To the Honorable Commissioner of Patent.

... documents or copy thereof.

1. Name of conveying party(ies):

MPR Teltech Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership

Other: Canadian Corporation

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: \_\_\_\_\_

Execution Date: December 31, 1996

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

Name: GTE Professional Services Incorporated

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

Street Address: One Stamford Forum

City: Stamford State: CT ZIP: 06904

- 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

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,974,034

Additional numbers attached?  Yes  No

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

Name: Janis M. Manning

Internal Address: GTE Service Corporation

Street Address: 600 Hidden Ridge Drive

Mail Code HOE03G12

City: Irving State: TX ZIP: 75038

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

07-2351

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Janis M. Manning  
Name of Person Signing

Janis M. Manning  
Signature

6-1-98  
Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is effective as of the 31st day of December, 1996.

WHEREAS, MPR Teltech Ltd., a Canadian corporation ("Assignor"), and GTE Professional Services Incorporated, a Delaware corporation ("Assignee"), have previously entered into an Asset Purchase Agreement as of December 13, 1996, under which Agreement Assignee has agreed to purchase certain Assets in connection with the T-III Business of Assignor, the terms and conditions of the Agreement incorporated by reference herein, and the terms used and not otherwise defined herein having the definitions provided in the Agreement;

WHEREAS, Assignor has adopted, used, and is using the following trademarks in connection with the T-III Business:

Canadian Registration No. 408,840 for OB-1  
Canadian Application No. 744,153 for T-III Logo  
United States Registration No. 1,974,034 for T-III Logo  
Canadian Application No. 766,289 for T-III PORTFOLIO  
United States Application No. 74/591,989 for T-III PORTFOLIO

WHEREAS, Assignor desires to assign and convey to Assignee in accordance with Section 13.2(b) of the Agreement all of its right, title, and interest in and to the trademarks identified above, and Assignee desires to acquire such trademarks.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

Assignor hereby assigns, conveys and delivers to Assignee, its successors and assigns, all of its right, title and interest in and to the aforesaid trademarks together with the goodwill of the T-III Business symbolized by the trademarks, the aforesaid registrations and applications therefor, and the right to recover damages for any past acts of infringement related thereto.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first written above.

MPR TELTECH LTD.

By: James W. Peters  
Authorized Signatory