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Washington, D.C. 20036

(202) 452-8600

10-27-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34

<p>1. NAME OF CONVEYING PARTY:</p> <p>France Telecom a French corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>GSM MoU Association a Swiss association Route de Meyrin 49 1211 Geneva, Switzerland</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Re-recordal of Assignment to correct registration number.</u></p> <p>3A. EXECUTION DATE: July 3, 1998 3B. EFFECTIVE DATE: January 23, 1998</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached?</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Reg. No. 1,857,491 – GSM Logo</p> <p>Additional numbers attached? NO</p>
<p>Henry W. Leeds, Esq. Tucker, Flyer & Lewis Suite 400 1615 L Street, N.W. Washington, D.C. 20036</p>	
<p>6. TOTAL NUMBER OF TITLES: 1</p> <p>7. TOTAL FEE: \$40.00 Check Enclosed</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 20-1582</p> <p>Our Ref: 31570.302</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Henry W. Leeds</i> Henry W. Leeds Date: <u>October 23</u>, 1998</p> <p>Page 1 of 4</p>

I hereby certify that the foregoing assignment was deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignments/Fee, The Assistant Commissioner of Trademarks, U.S. Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 23 of October 1998.

Henry W. Leeds

031570-00302-00060.doc

TRADEMARK
REEL: 1818 FRAME: 0959

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : GSM MoU Association
Reg. No. : 1,857,491
Registered : October 11, 1994
Mark : GSM Logo

DESIGNATION OF DOMESTIC REPRESENTATIVE

Henry W. Leeds, having an address c/o Tucker, Flyer & Lewis, P.C., 1615 L Street, N.W., Suite 400, Washington, D.C. 20036-5612, is hereby designated Registrant's representative upon whom notices or process in proceedings affecting the mark may be served.

GSM MoU Association

By: April Seaton
Title: Legal Counsel
Date: 11 / 6 / 1998.

MWD

1-16-78



07-16-1998

TUCKER, FLYER & LEWIS

1615 L Street, N.W.
Washington, D.C. 20036
(202) 452-8600

07-27-1998



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<p>1. NAME OF CONVEYING PARTY:</p> <p>France Telecom a French corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>GSM MoU Association a Swiss association Route de Meyrin 49 1211 Geneva, Switzerland</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: July 3, 1998 3B. EFFECTIVE DATE: January 23, 1998</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached?</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Reg. No. 1,732,554 – GSM Reg. No. 1,857,492 – GSM Logo</p> <p>Additional numbers attached? NO</p>
<p>Henry W. Leeds, Esq. Tucker, Flyer & Lewis Suite 400 1615 L Street, N.W. Washington, D.C. 20036</p>	
<p>6. TOTAL NUMBER OF TITLES: 2</p> <p>7. TOTAL FEE: \$65.00 Check Enclosed</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 20-1582</p> <p>Our Ref: 31570302</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Henry W. Leeds</i> Henry W. Leeds Date: July 14, 1998</p>

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01 FC:481
02 FC:482

40.00 OP
25.00 OP

I hereby certify that the foregoing assignment was deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignment Fee, The Assistant Commissioner of Trademarks, U.S. Patent and Trademark Office, 2900 Crystal Drive, Arlington, VA 22202-3513, this 14th of July 1998.

Henry W. Leeds

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TRADEMARK
REEL: 1818 FRAME: 0961

ASSIGNMENT

WHEREAS, France Telecom, a French corporation, having a place of business at 6 Place d'Alleray, 7501 Paris, France ("Assignor") is the owner of the marks and registrations shown on Schedule A attached hereto (hereinafter referred to jointly and singly as "the Marks"); and

WHEREAS, GSM MoU Association, a Swiss association, having an address at Route de Meyrin 49, 1211 Geneva, Switzerland ("Assignee"), entered into an Agreement with Assignor on January 23, 1998 for the transfer of the Marks shown on Schedule A, among others, from Assignor to Assignee, including, without limitation, all rights, title and interest therein, the registrations thereof, and the goodwill of the business symbolized thereby; and

WHEREAS, Assignee desires a written confirmation of the aforementioned Assignment for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, good and valuable consideration being extant:

1. The Assignor has assigned and hereby assigns to the Assignee, effective as of January 23, 1998, all of the Assignors right, title and interest in to the Marks, the goodwill of the business symbolized thereby and the registrations thereof as shown on Schedule A.
2. Assignor has further assigned and hereby assigns to Assignee, effective as of January 23, 1998, the right to sue for past infringement and to recover and to hold all damages and profits arising therefrom.
3. Assignor covenants and represents that, upon the request of Assignee, it will promptly execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary to carry out the intent of this Agreement, as well as to provide such other material, information and/or assistance as Assignee may consider necessary at any time, and from time to time. This covenant and representation shall be binding upon the agents, representatives, successors and/or assigns of the Assignor and all others acting by, through, with or under its direction and those in privity therewith.

FRANCE TELECOM

03 JUL. 1998

Dated: March : _____, 1998

BY:

[Handwritten Signature]

(Name) (Title)

[Handwritten Signature]
[Handwritten Signature]

France Telecom
Direction Générale
Direction Juridique
6, place d'Alleray
75505 Paris Cedex 15
031570-00701-00011
pop11000-10700-05130