

7-500

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

07-31-2000

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101418269

5

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

1957500

- Formerly
- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other
  - Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)     
City State/Country Zip Code
- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
  - Corporation  Association
  - Other
  - Citizenship/State of Incorporation/Organization

07/31/2000 NTHA11 00000016 1957500

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

**TRADEMARK**  
REEL: 002111 FRAME: 0001

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1957500"/>	<input type="text" value="1957501"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Daniel S. Krakower

6/26/00

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of the 22nd day of May, 2000 ("Effective Date"), by and between TeleGeography, Inc., a Delaware corporation ("Assignee"), and Gregory C. Staple ("Assignor").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks set forth on Exhibit A, including all registrations and applications thereto (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor represents and warrants that its right, title and interest in and to the Marks set forth on Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict with this Assignment.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, without limitation, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee

reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of June 22, 2000.

ASSIGNEE:  
TELEGEOGRAPHY, INC.

By: [Signature]  
Name: Gregory C. Staple  
Title: Chairman of the Board

ASSIGNOR:

[Signature]  
Gregory C. Staple

~~District of Columbia~~  
STATE OF ) ss:  
~~COUNTY OF~~ )

On this 22 day of June, 2000, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared TeleGeography, Inc., by Gregory C. Staple, its Chairman of the Board, who acknowledged himself/herself to be the person whose name is subscribed to the foregoing and acknowledged that he/she executed the same for the purposes herein contained.

[Signature]

Notary Public:  
My commission expires: June 17, 2004

~~District of Columbia~~  
STATE OF ) ss:  
~~COUNTY OF~~ )

On this 22 day of June, 2000, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Gregory C. Staple, who acknowledged himself/herself to be the person whose name is subscribed to the foregoing and acknowledged that he/she executed the same for the purposes herein contained.

[Signature]

Notary Public:  
My commission expires: June 17, 2004

EXHIBIT A

Mark

Registration / Serial Number

- |    |  |         |
|----|--|---------|
| 1. | TELEGEOGRAPHY                          | 1957501 |
| 2. | Miscellaneous Design (Phone and Globe) | 1957500 |