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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CyberGate, Inc.

2.5.02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 01/23/02

2. Name and address of receiving party(ies)

Name: CBFN Acquisition, Inc.

Internal Address:

Street Address: 3250 W. Commercial Blvd, Ste. 200

City: Ft. Lauderdale State: FL Zip: 33309

- 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 (Designations 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) 2155925

Additional number(s) attached Yes No

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

Name: Barbara Friedman, Esq.

Internal Address:

McCutchen, Doyle, Brown & Enersen

Street Address: 3 Embarcadero Center

Suite 1800

City: San Francisco State: CA Zip: 94111

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:

50-1193

FEB - 5 2002

DO NOT USE THIS SPACE

9. Signature.

Barbara Friedman

Name of Person Signing

Signature

January 31, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002446 FRAME: 0133

TRADEMARK ASSIGNMENT

This Trademark Assignment is made by the undersigned, CyberGate, Inc., a Florida corporation ("*Assignor*"), pursuant to that certain Asset Purchase Agreement by and among George F. Schmitt, Sr. and Assignor, e.spire Communications, Inc., a Delaware corporation, and FloridaNet, Inc., a Florida corporation d/b/a ValueWeb (the "*Purchase Agreement*"), and is effective as of January 23, 2002.

WHEREAS, Assignor has adopted, has used, and is using the trademark CYBERGATE ("the Mark"), which is registered in the United States Patent and Trademark Office, Registration No. 2,155,925, dated May 12, 1998 ("the Registration");

WHEREAS, Assignor has agreed to transfer the Mark and the Registration and associated goodwill to Mr. Schmitt pursuant to the Purchase Agreement; and

WHEREAS, Mr. Schmitt assigned all of his rights obtained under the Purchase Agreement to CBFN Acquisition, Inc. ("*Assignee*") and Assignee acquired from Mr. Schmitt all such rights and assumed the obligations of Mr. Schmitt under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title, and interest, including without limitation all common-law rights in the United States, and all applications, registrations, and common-law rights in all other countries and jurisdictions of the world, in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark, and the right to recover damages and profits for any past, present, and future infringements of the Mark.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the assignee, to the extent such evidence is in the possession or control of Assignor.

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IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered as of the date first written above.

E.SPIRE COMMUNICATIONS, INC.

By: BE Sparks

Name: Bradley E. Sparks

Title: Chief Financial Officer