

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Teligent, Inc.		01/10/2005	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Startec Global Operating Company
<b>Street Address:</b>	1151 Seven Locks Road
<b>City:</b>	Potomac
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20854
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	2719733	INSTANTCONFERENCE
Registration Number:	2856192	E-MAGINE
Serial Number:	75863812	E-MAGINE
Registration Number:	2764670	E-MAGINE
Registration Number:	2265163	TELIGENT
Registration Number:	2265162	TELIGENT
Registration Number:	2497874	THE SMART WAY TO EDUCATE
Registration Number:	2528349	SMARTWAVE PRI
Registration Number:	2464411	SMARTWAVE DSL
Registration Number:	2681511	E MAGINE
Registration Number:	2332148	LA FORMA INTELIGENTE DE COMUNICARSE
Registration Number:	2488174	SMARTWAVE
Registration Number:	2457886	E-MAGINE
Registration Number:	2478861	E.MAGINE

**CH \$565.00 2719733**

Registration Number:	2398981	TELIGENTHOST
Registration Number:	2457763	TELIGENTCARD
Registration Number:	2437860	SMARTWAVES
Registration Number:	2220244	THE SMART WAY TO COMMUNICATE
Registration Number:	2290419	TELIGENT
Registration Number:	2306392	TELIGENT
Registration Number:	2254685	TELLIGENCE
Registration Number:	1893005	TELIGENT

**CORRESPONDENCE DATA**

Fax Number: (301)230-2891  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3012306573  
Email: kmeans@srgpe.com  
Correspondent Name: Karl Wm. Means  
Address Line 1: 11921 Rockville Pike, 3rd Floor  
Address Line 2: Shulman, Rogers, Gandal, Pordy & Ecker  
Address Line 4: Rockville, MARYLAND 20852

NAME OF SUBMITTER:	/Karl Wm. Means/
Signature:	/Karl Wm. Means/
Date:	02/01/2005

**Total Attachments: 16**  
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## Intellectual Property Purchase Agreement

This Intellectual Property Purchase Agreement (this "Agreement") is made and entered into this 10th day of January, 2005, by and between Teligent, Inc., a Delaware corporation with offices located at 7925 Jones Branch Road, McLean, Virginia 22102 ("Seller"), and Startec Global Operating Company, a Delaware corporation with offices located at 1151 Seven Locks Road, Potomac, Maryland 20854 ("Buyer").

### RECITALS

A. Seller is the owner or registrant of certain intellectual property assets comprised of the copyrights, trademarks, service marks and domain names and specifically the intellectual property assets set forth as part of Exhibits A, B and C attached hereto (the "U.S. Intellectual Property") and the intellectual property assets outside the United States and specifically as set forth as part of Exhibits A, B and C attached hereto (the "Non-U.S. Intellectual Property" and, together with the U.S. Intellectual Property, the "Intellectual Property").

B. Seller desires to sell and assign, and Buyer desires to purchase and receive, the Intellectual Property on the terms and conditions stated herein.

### AGREEMENTS

In consideration of the foregoing premises, the agreements, covenants, representations, warranties, and indemnities contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. Sale and Assignment.

**1.1 *Transfer of Interests.*** Seller hereby sells, conveys, assigns, transfers and delivers to the Buyer its entire rights, title, and interest in and to the Intellectual Property in every country of the world.

**1.2 *Assignments.*** Seller has, on even date herewith, executed the assignment documents attached hereto as Exhibits A, B and C, each of which, the parties acknowledge, contains a list of the copyrights, trademarks and domain names owned or registered by Seller.

**1.3 *Additional Assistance.*** Seller will, from time to time and upon request from the Buyer and reimbursement by Buyer of all reasonable out-of-pocket expenses, execute, acknowledge and deliver any further instruments or documents and take any additional actions as appropriate or necessary, which further the intent of this Article 1 and make effective the transaction contemplated hereby.

**2. Purchase.**

**2.1 Purchase and Acceptance.** Buyer hereby accepts the assignment of the Intellectual Property, and, in consideration of such assignment, agrees to pay Seller the sum of Sixty Thousand Dollars (\$60,000.00).

**3. Seller's Representations and Warranties.**

**3.1 Registrations.** Exhibits A, B & C contain a complete list of all registered Intellectual Property, material unregistered Intellectual Property (if any), and pending applications for registrations of Intellectual Property, in each case owned or filed by the Seller. Exhibits A, B and C also list the jurisdictions other than the United States in which each such listed Intellectual Property filing has been issued, registered or filed, if applicable.

**3.2 Ownership.** To its knowledge, Seller is the sole and exclusive owner of all right, title and interest in and to the Intellectual Property. To Seller's knowledge, the U.S. Intellectual Property is free and clear of any and all encumbrances or obligations to others, and such of those items which are issued or registered are in full force and effect and, to the knowledge of Seller, is not invalid or unenforceable. Seller makes no such representation or warranty regarding the Non-U.S. Intellectual Property. Seller is listed in the records of the appropriate United States or foreign agency as the sole owner or registrant of record for each item of registered Intellectual Property set forth in Exhibits A, B and C.

**3.3 No Infringement.** To the knowledge of Seller, the use or other commercial exploitation of the U.S. Intellectual Property does not infringe, constitute an unauthorized use of, violate, or misappropriate any Intellectual Property of any third party. Seller makes no such representation or warranty regarding the Non-U.S. Intellectual Property.

**3.4 No Pending Actions.** To the knowledge of Seller, no actions or orders (other than office actions issued in the ordinary course consistent with past practice and decisions on appeals taken therefrom) have been asserted in writing or are pending or, to the knowledge of Seller, threatened in writing, against Seller which involve a claim (i) based upon or challenging or seeking to deny or restrict the ownership, use, validity or enforceability of any U.S. Intellectual Property; (ii) of infringement, unauthorized use, or violation of any U.S. intellectual property of any third party; or (iii) contesting the right of the Seller to use, sell, exercise, license, transfer or dispose of any U.S. Intellectual Property, in any manner. Seller has not received written notice of any such threatened claim and, to the knowledge of Seller, there are no facts or circumstances that would form the basis for any such claim against the Seller. Seller makes no such representation or warranty regarding the Non-U.S. Intellectual Property.

**3.5 No Third Party Infringement.** To the knowledge of Seller, no third party is engaging in any activity that infringes, violates, misuses, misappropriates or conflicts with any of the U.S. Intellectual Property. Seller has not made any such claims against any third party except as set forth on Schedule 3.5 hereto. Seller has not granted any exclusive

license or other exclusive right to any Person with respect to any of the Intellectual Property.

**3.6 Licenses.** Exhibit D sets forth a complete and accurate list of all material contracts or agreements with respect to Intellectual Property, to which Seller a party (i) granting to any third party a right, license or permission to use, exercise any rights under, or receive any benefit from, any of the Intellectual Property, or (ii) pursuant to which Seller is authorized to make material use of any Intellectual Property of any third person, (each a "License").

(A) each License is legal, valid and binding, in full force and effect and enforceable against Seller in accordance with its terms, except in the case of bankruptcy, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in law or in equity);

(B) the Licenses will not cease to be valid and binding and in full force and effect as a result of the consummation of the transactions contemplated by this Agreement, nor will the consummation of the transaction contemplated by this Agreement constitute a material breach or default under any of such Licenses or otherwise give the licensor a right to terminate such Licenses;

(C) Seller has not (1) received any written notice of termination or cancellation under such License, or (2) received any written notice of breach or default under such License; and

(D) neither Seller nor, to the knowledge of Seller, is any other party to any such License in breach or default thereof in any material respect, and to the knowledge of Seller no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default or permit termination, modification or acceleration under, or would trigger a right to terminate, modify or accelerate such License.

**3.7 No Third Party Rights.** Seller has made reasonable efforts to obtain valid written assignments from all independent contractors, consultants or agents who contributed to the creation or development of the Intellectual Property of the rights to such contributions. No present or former employee, independent contractor, consultant or agent has any right, title or interest, directly or indirectly, in whole or in part, in any Intellectual Property. To the knowledge of Seller (i) no employee, independent contractor, consultant or agent of Seller has misappropriated any Intellectual Property of any third party in the course of performance as an employee, independent contractor, consultant or agent of Seller; and (ii) no employee, independent contractor, consultant or agent of Seller is in default or breach of any material term of any employment agreement, nondisclosure agreement or similar agreement or contract with Seller concerning the protection, ownership, development, use or transfer of the Intellectual Property.

**4. Use of Intellectual Property.** Anything in this Agreement to the contrary notwithstanding, Seller shall have the right to use all of the Intellectual Property,

including, without limitation, the trademark and the tradename TELIGENT and the teligent.com domain name, at no cost during the period commencing on the date hereof and ending on the sooner of the date that all of Seller's operations have ceased and its corporate existence has been dissolved or June 1, 2005. This use shall be restricted to business continuity purposes for the transition of customers and vendors.

**5. Miscellaneous.**

**5.1 *Survival of Representations and Warranties.*** The warranties, representations, and covenants of Seller contained in or made pursuant to this Agreement shall survive until the date which is one hundred and twenty (120) days from the date of the execution and delivery of this Agreement by both Seller and Buyer, and Buyer will be entitled to assert any claim for breach of representation or warranty prior to the expiration of such period.

**5.2 *Successors and Assigns.*** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

**5.3 *Governing Law.*** This Agreement shall be governed by and construed under the laws of the State of Maryland as applied to agreements among Maryland residents entered into and to be performed entirely within Maryland.

**5.4 *Counterparts.*** 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.

**5.5 *Titles and Subtitles.*** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

**5.6 *Notices.*** Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and addressed to the party to be notified at the address indicated for such party set forth above, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties.

**5.7 *Amendments and Waivers.*** Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Buyer.

**5.8 *Severability.*** If one or more provisions of this Agreement are held to be

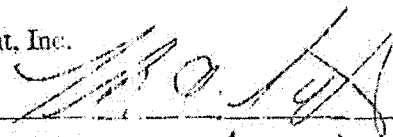
Execution Copy 1/10/05

unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Seller**

Teligent, Inc.

By: 

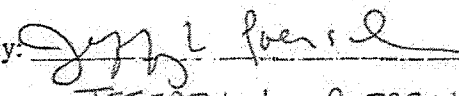
Name: Thomas A. Scott

Title: President - COO

Date: 1-10-05

**Buyer**

Startec Global Operating Company

By: 

Name: JEFFREY L. PDERSCH

Title: General Counsel

Date: 1-10-05

**EXHIBIT A**

**Assignment of Trademarks**



ASSIGNMENT OF TRADEMARKS

WHEREAS, Teligent, Inc., a Delaware corporation with offices located at 7925 Jones Branch Road, McLean, Virginia 22102 (hereinafter referred to as the "Assignor"), owner of all trademark and service mark registrations and applications identified on Schedule A, and Startec Global Operating Company, a Delaware corporation with offices located at 1151 Seven Locks Road, Potomac, Maryland 20854 (hereinafter referred to as the "Assignee"), are parties to that certain Intellectual Property Purchase Agreement dated January 10, 2005 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor desires by means of this Assignment of Trademarks to assign, convey and transfer to the Assignee its entire right, title or interest that may exist in all of Assignor's trademarks and service marks, (including all registrations and applications for registration of any of them), together with the goodwill of the business associated with those trademarks, including, without limitation, those listed on Schedule A attached hereto and incorporated herein (collectively the "Trademarks").

NOW THEREFORE, for other good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, convey and transfer unto the Assignee, its legal representatives, successors and assigns, its entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, together with the right to secure renewals, which interest and right will be held to the full end of the term for which the Trademarks or any renewals are or may be granted, all rights to injunctive relief, damages or profits, due or accrued, arising out of past management of said Trademarks or injury to the said good will, and the right to sue for and recover the same in its, the Assignor's, own name or that of its successors and assigns..

IN WITNESS WHEREOF, this Assignment has been executed this 10th day of January, 2005.

TELIGENT, INC

ATTEST:

By: [Signature] (SEAL)

Name: Thomas A. Siggett, President+COO

Title: \_\_\_\_\_

Date: 1-10-05

SCHEDULE A

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>
1	76114365	2719733	INSTANTCONFERENCE
2	75983447	2856192	E-MAGINE
3	75863812		E-MAGINE
4	75983298	2764670	E-MAGINE
5	75977088	2265163	TELIGENT
6	75977087	2265162	TELIGENT
7	75938569	2497874	THE SMART WAY TO EDUCATE
8	75893433	2528349	SMARTWAVE PRI
9	75711831	2464411	SMARTWAVE DSL
10	75687965	2681511	E MAGINE
11	75658887	2332148	LA FORMA INTELIGENTE DE COMUNICARSE
12	75575869	2488174	SMARTWAVE
13	75568942	2457886	E-MAGINE
14	75568941	2478861	E.MAGINE
15	75507790	2398981	TELIGENTHOST
16	75507789	2457763	TELIGENTCARD
17	75496449	2437860	SMARTWAVES
18	75348561	2220244	THE SMART WAY TO COMMUNICATE
19	75270551	2290419	TELIGENT
20	75270550	2306392	TELIGENT
21	75201999	2254685	TELLIGENCE
22	74482735	1893005	TELIGENT

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**EXHIBIT B**

**Assignment of Copyrights**

Execution Copy 1/10/05

ASSIGNMENT OF COPYRIGHT

WHEREAS Stimigent, Inc., a Delaware corporation with offices located at 7925 Jones Branch Road, McLean, Virginia 22102 (hereinafter referred to as the "Assignor"), owner of all copyrighted works identified on Schedule A, and Startec Global Operating Company, a Delaware corporation with offices located at 1151 Seven Locks Road, Potomac, Maryland 20854 (hereinafter referred to as the "Assignee"), are parties to that certain Intellectual Property Purchase Agreement dated January 10, 2005 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor desires by means of this Assignment of Copyrights to assign, convey and transfer to the Assignee its entire right, title and interest in all of its copyrighted works, including, without limitation, those identified on Schedule A attached hereto and incorporated herein (collectively the "Copyrighted Works").

WHEREAS, the Assignee desires to acquire the entire right, title and interest in, to and under the Copyrighted Works.

NOW THEREFORE in return for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, conveys, transfers and delivers unto the Assignee, its legal representatives, successors and assigns, all of its right title and interest in the Copyrighted Works, including, without limitations, those set forth on Schedule A, and in all copyrights therein, including all economic and moral rights, together with the right to secure renewals, reissues, and extensions of such copyrights, which interest and right shall be held to the full end of the term for which such copyrights or any renewals or extensions thereof are or may be granted; and to sue and recover for any past infringements of any of the copyrights, the same to be held and enjoyed by the said Assignee for its own use and for that of its successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this instrument on this 10th day of January, 2005 and has caused its corporate seal to be affixed hereto.

STIMIGENT, INC.

ATTEST:

By: [Signature] (SEAL: \_\_\_\_\_)

Name: Thomas H. Scott, President

Title: \_\_\_\_\_

Date: 1-10-05

SCHEDULE A

1. TXu-902-522 "e.magine" computer program
2. TXu-912-591 "e.magazine"
3. TXu-912-592 "Phase I test plan"
4. TXu-912-604 "Project E-Magazine data model: phase 2.1 release (final), 19 March 1999"
5. TXu-977-031 "e-magine (data model) phase 199908 release (final)"
6. TXu-977-032 "e-magine (data model) phase 199908 release (final)"
7. All copyrights transferred from Richard Bates & Data-KNOWLEDGE, Inc. to Teligent, Inc. and recorded by the Library of Congress, Copyright Office, Assignment Division at volume 3441, page 173.

**EXHIBIT C**

**Assignment of Domain Names**

**ASSIGNMENT OF RIGHTS IN DOMAIN NAMES**

WHEREAS, Teligent, Inc., a Delaware corporation with offices located at 7925 Jones Branch Road, McLean, Virginia 22102 (hereinafter referred to as the "Assignor"), registrant of all domain names identified on Schedule A, and Startec Global Operating Company, a Delaware corporation with offices located at 1151 Seven Locks Road, Potomac, Maryland 20854 (hereinafter referred to as the "Assignee"), are parties to that certain Intellectual Property Purchase Agreement dated January 10, 2005 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Assignor desires by means of this Assignment of Rights in Domain Names to assign, convey and transfer to the Assignee its right, title or interest that may exist in all of Assignor's domain names, including, without limitation, those listed on Schedule A, attached hereto and incorporated herein, (collectively the "Domain Names").

NOW THEREFORE, for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign, convey and transfer unto the Assignee, its legal representatives, successors and assigns, its entire right, title and interest that may exist in the Domain Names, together with any goodwill of the business symbolized by the Domain Names, together with the right to secure renewals of the Domain Names, which interest and right will be held to the full end of the term for which the Domain Names or any renewals are or may be granted, as well as all rights to injunctive relief, damages or profits due or accrued, arising out of past infringement of the Domain Names or injury to the said goodwill, and the right to sue for and recover the same in its, the Assignee's, own name or that of its successors or assigns.

IN WITNESS WHEREOF, this Assignment has been executed this 10th day of January, 2005.

TELIGENT, INC

ATTEST:

By: [Signature] (SEAL): \_\_\_\_\_

Name: Thomas A. Scott, President

Title: \_\_\_\_\_

Date: 1-10-05

SCHEDULE A

1. teligent.com
2. teligent.net
3. teligent.info
4. teligentcorp.com
5. teligentcorp.net
6. tgnt.com
7. tgnt.net
8. tgnt.org
9. smartwave.com
10. smartwave.net
11. smartwave.org
12. smart-wave.com
13. smart-wave.net
14. smart-wave.org
15. thesmartwaytocommunicate.info
16. smart-waves.net
17. emagine.com



**EXHIBIT D**

**Licenses**

On April 24, 1997, Creative Integrated Systems, Inc., ("CIS") assigned its registration for TELIGENT (Reg. No 1,893,005) to James Moy (Teligent's agent), upon condition of a license-back to CIS or its continued use of the mark. On April 28, 1997, Moy and CIS entered into a license agreement whereby CIS, as licensee, may use the TELIGENT mark in connection with equipment for "multi-line business telephone systems, and all such equipment that uses multi-band audio network technology and any peripheral equipment that might be associated and used with such a system as home/office security and control components, fax and modem home/office networks, LAN networks, etc." The license is worldwide and shall remain in effect for 10 years (with automatic renewal for 10 year terms), so long as the licensee is still using the mark at the end of each term. On April 29, 1997, Moy assigned the trademark to Associated Communications, LLC (Teligent's predecessor) subject to the CIS license. On June 18, 1997, the name change from Associated Communications, LLC to Teligent, LLC was recorded at the Trademark Office. On January 23, 1998, Teligent, LLC assigned its rights in the mark to Teligent, Inc.

**Schedule 3.5**

**Third Party Infringement**

1. Seller instituted a TTAB action against the US registration of Emagine GmbH for use of the EMAGINE mark. Emagine GmbH failed to answer Seller's Petition for Cancellation of the registration. The TTAB issued a default judgment on March 20, 2004. On the April 8, 2004, the registration was cancelled. (Cancellation No. 92041780)
2. Seller instituted a TTAB action against Neutelligent for infringing Seller's TELIGENT mark. Neutelligent failed to answer Seller's Notice of Opposition to the application. Judgment entered against defendant and registration denied on April 12, 2004. (Opposition No. 91157624).
3. Seller instituted a TTAB action against Nita Sturiale for infringement of Seller's SMARTWAVE mark. Default judgment entered against defendant and registration for this mark was denied to defendant on March 15, 2004. (Opposition No. 91158257)
4. Seller's counsel recently sent a cease and desist letter to Netelligent for infringement of Seller's TELIGENT mark. Netelligent responded to the cease and desist stating that it believed there was no potential confusion. Seller has not replied to the response. Netelligent still uses the mark. See [www.netelligent.com](http://www.netelligent.com)
5. Over the past several years, Seller has occasionally sent letters to Teligent AB, a Swedish company (see [www.teligent.se](http://www.teligent.se)), warning Teligent AB not to use the "Teligent" name or trademark for marketing purposes in the United States. Teligent AB has denied using its company name in a manner that would constitute an infringement of Seller's rights in the United States, and has represented that it uses a different name when marketing its products and services in the United States. There have been no such communications between the parties since December, 2001.