J.S. Department of Commerce

FORM PTO-1595 **RECOF**

RIC-97-123	101057105		
To the Honorable Commissioner of Patents and Trademarks. Plea	se record the attached original documents or copy thereof.		
Name of conveying party(ies):	Name and Address of receiving party(ies):		
1) Karl Henderson	Name: MCIWORLDCOM, Inc.		
2) James Duke Land	Name: MCIWORLDCOM, Inc. Address: 515 East Amite Street City: Jackson		
3) Stacy Borocz 4) Anne Gillman	City: Jackson		
5) Kamran Mir	State: MS Zip: 39201		
	Additional name(s) & address(es) attached? Yes _X_ No		
3. Nature of Conveyance:			
X Assignment Merger			
Security Agreement Change of Name			
Other			
Execution Date: December 28, 1998, December 22, 1998, May 24	, 1999, December 15, 1998 and January 6, 1999		
Application number(s) or patent number(s).			
_X This document is being filed together with a new application.			
Execution date of the application: December 28, 1998, December 22, 1998, May 24, 1999, December 15, 1998 and January 6, 1999 Title: Pre-Paid Telephone Calling Card With Message Recording Capability Docket No: RIC-97-123 A. Patent Application No.(s) B. Patent No.(s)			
Additional numbers attached? YesX_ No	Additional numbers attached? YesX_ No		
Name and address of party to whom correspondence concerning document should be mailed:	Number of applications and patents involved:(1)		
Name: Jubin Dana MCIWORLDCOM, Inc. Address: 1133 19 th Street N.W. City: Washington State: D.C. Zip: 20036			
	7. Total fee (37 C.F.R. 3.41)		
	X Authorized to be charged to deposit account 8. Deposit Account No: 13-2491 (Duplicate copies not required).		
	Outplicate copies not required).		
DO NOT USE THIS SPACE			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is document. May 27 1999 Date	true and correct and any attached copy is a true copy of the original		

06/08/1999 NTHAI1 00000095 132491 09321387

01 FC:581 40.00 CH

For good and valuable consideration, the receipt of which is hereby acknowledged, I,/We, the undersigned, do hereby sell, assign, and transfer to: MCI Communications Corporation, a corporation of Delaware, having a principal place of business at Washington, D.C. ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are described in the application for United States Letters Patents,

Which has been executed by the undersigned concurrently herewith, and is entitled:

Which was filed on and assigned Serial No.

Pre-Paid Telephone Calling Card With Message Recording Capability

and in to said application and all divisional, continuing, substitute, renewal, reissue, and all other application for Letters Patents which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent application on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signature:	12 11 M	Date:	
	Karl Henderson		12/24/98
	James Duke Bond		
	Stacy Borocz		
	Anne Gillman		
	Kamran Mir		

For good and valuable consideration, the receipt of which is hereby acknowledged, I,/We, the undersigned, do hereby sell, assign, and transfer to: MCI Communications Corporation, a corporation of Delaware, having a principal place of business at Washington, D.C. ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are described in the application for United States Letters Patents,

nd is entitled:		y the undersigned concurrently herewith and assigned Serial No.
nd is entitled:	Willen was fried on	and assigned serial 140.

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Signature:		Date:	
	James Duke Bond		12/22/98
	Stacy Borocz Anne Gillman Kamran Mir		

Attorney Docket No.: RIC-97-123

ASSIGNMENT

For one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, I/We, the undersigned, do hereby sell, assign, and transfer to: MCIWORLDCOM, Inc., a corporation of Georgia, having a principal place of business at 515 East Amite St., Jackson, Mississippi 39201, ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are described in the application for United States Letters Patents,

	☑ Which has been executed by the undersigned concurrently herewith,☑ Which was filed on , and assigned Serial No.
entitled:	

and is

PREPAID TELEPHONE CALLING CARD WITH MESSAGE RECORDING CAPABILITY

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other application for Letters Patents which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and foreign countries on said improvements, and in and to all rights of priority resulting from the filing of said United States application; and

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Signature:		Date:
J	Karl Henderson	
Signature:		Date:
-	James Duke Rond	
Signature:	Stacy Borock Stacy Borock	Date: 5.24.99
	Stacy Borocz	
		Date:
	Anne Gillman	
Signature:		Date:
<i>5</i>	Kamran Mir	

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Signature:		Date:	
	Karl Henderson James Duke Bond		
	Spacy Borocz Anne Gillman		12/15/98
	Kamran Mir		

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Signature:	-	Date:	
	Karl Henderson	-	
	James Duke Bond Stacy Borocz		
	Anne Gillman Kamraw Mir		1/6/99

PATENT
RECORDED: 05/27/1999 REEL: 009995 FRAME: 0819