

05-19-2003



5.17.03

102450762
RECORDATION FORM COVER SHEET
PATENTS ONLY

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

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Shared Technologies Fairchild, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Shared Technologies Alliance, Inc.
Internal Address: Suite 400
Street Address: 700 E. Butterfield Road
City: Lombard State: IL Zip: 60148
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 6/17/02

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
B. Patent No.(s)
4153817, 4166199, 4220823, 4521879
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Annie S. Terry
Internal Address: Suite 400
Street Address: 700 E. Butterfield Road
City: Lombard State: IL Zip: 60148

6. Total number of applications and patents involved: 4
7. Total fee (37 CFR 3.41).....\$ 160.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Annie S. Terry
Signature: *Annie S Terry* Date: April 22, 2003

05/16/2003 DBYRNE 00000039 4153817
01 FC:0021 160.00

Total number of pages including cover sheet, attachments, and documents: 11

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

PATENT
REEL: 014066 FRAME: 0117

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 17th day of June 2002 ("Effective Date"), by and between Shared Technologies Fairchild, Inc., a Delaware corporation ("Assignor") and Allegiance CPE, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of June 17, 2002, by and among the parties thereto, Assignor is transferring to Assignee certain of its assets, including the patents set forth on Schedule A (the "Patents");

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Patents;

NOW, THEREFORE, for good and 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 Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages 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 Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any letters patent included within the Patents the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.


Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this Assignment and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor, and that this Assignment and all of the terms hereof are binding on Assignor's successors, assigns, legal representatives or nominees.

* * * * *

17th IN WITNESS WHEREOF, this Assignment has been duly executed as of this day of June 2002.

**SHARED TECHNOLOGIES FAIRCHILD,
INC.**


By: 
Name: Scott Sullivan
Title: Chief Financial Officer

ALLEGIANCE CPE, INC.

By: _____
Name: Mark B. Tresnowski
Title: Senior Vice President and Secretary

Acknowledged, Accepted and Agreed:

INTERMEDIA COMMUNICATIONS, INC.


By: 
Name: Scott Sullivan
Title: Chief Financial Officer

IN WITNESS WHEREOF, this Assignment has been duly executed as of this 17th day of June 2002.

**SHARED TECHNOLOGIES FAIRCHILD,
INC.**

By: _____
Name: Scott Sullivan
Title: Chief Financial Officer

ALLEGIANCE CPE, INC.

By: 
Name: Mark B. Tresnowski
Title: Senior Vice President and Secretary

Acknowledged, Accepted and Agreed:

INTERMEDIA COMMUNICATIONS, INC.

By: _____
Name: Scott Sullivan
Title: Chief Financial Officer

Schedule A

SCHEDULE A

Digital Conference Circuit	Registration No. 4153817 (Expired 11/25/97)
Attendant Console	Registration No. 4166199 (Expired 11/25/97)
Selective Digital Pad	Registration No. 4220823 (Expired 7/21/98)
Digital PBX	Registration No. 4521879 (Expired 6/4/02)
Integrated Digital Network	Registration No. 4612634 ✓
Hotel Telephone Faceplate	Registration No. D284662 ✓
Program Feature Card	Registration No. 4627046 ✓

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 20th day of November 2002 ("Effective Date"), by and between Allegiance CPE, Inc., a Delaware corporation ("Assignor") and Shared Technologies Allegiance, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the patents set forth in Exhibit A hereto;

NOW, THEREFORE, for good and 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 Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages 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 Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any letters patent included within the Patents the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation,

the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.

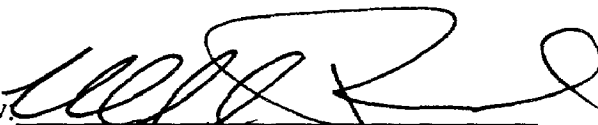
Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this Assignment and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor, and that this Assignment and all of the terms hereof are binding on Assignor's successors, assigns, legal representatives or nominees.

* * * * *

IN WITNESS WHEREOF, this Assignment has been duly executed as of this 20th day of November 2002.

ALLEGIANCE CPE, INC.

By: 

Name: Mark B. Tresnowski

Title: Executive Vice President and
Secretary

**SHARED TECHNOLOGIES
ALLEGIANCE, INC.**

By: 

Name: Mark B. Tresnowski

Title: Executive Vice President and
Secretary

SCHEDULE A

Digital Conference Circuit	Registration No. 4153817 (Expired 11/25/97)
Attendant Console	Registration No. 4166199 (Expired 11/25/97)
Selective Digital Pad	Registration No. 4220823 (Expired 7/21/98)
Digital PBX	Registration No. 4521879 (Expired 6/4/02)
Integrated Digital Network	Registration No. 4612634
Hotel Telephone Faceplate	Registration No. D284662
Program Feature Card	Registration No. 4627046