

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2809333

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GENUITY INC.	02/04/2003
RECEIVING PARTY DATA		
Name:	LEVEL 3 COMMUNICATIONS, LLC	
Street Address:	1025 ELDORADO BLVD.	
City:	BROOMFIELD	
State/Country:	COLORADO	
Postal Code:	80021	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13175338	
CORRESPONDENCE DATA		
Fax Number:	(703)351-3665	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	703-351-3579	
Email:	eddy.valverde@verizon.com	
Correspondent Name:	VERIZON PATENT MANAGEMENT GROUP	
Address Line 1:	1320 N. COURTHOUSE ROAD	
Address Line 2:	9TH FLOOR	
Address Line 4:	ARLINGTON, VIRGINIA 22201	
ATTORNEY DOCKET NUMBER:	99-445D1	
NAME OF SUBMITTER:	JOSEPH R. PALMIERI	
SIGNATURE:	/JOSEPH R. PALMIERI, REG. NO. 40,760/	
DATE SIGNED:	04/10/2014	
Total Attachments: 44		
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PATENT

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SCHEDULE A

<u>Serial No.</u>	<u>Title</u>
08/796,156	System for Interconnecting Packet Switched and Circuit Switched Voice Communications
07/288,779	Distributed Security Procedure for Intelligent Networks
07/505,779	Computer Resource Managing System
07/695,311	Scheduling
07/808,913	Embedded Signalling
08/656,546	Data Packet Router
08/701,116	Apparatus for Adjusting Phase of Data Signals
08/710,101	Centralized Computer Event Data Logging System
08/800,907	System for Transmitting Network-Related Information Where Requested Network Information is Separately Transmitted as Definitions and Display Information
08/820,869	Systems and Methods for Internet Working Data Networks Having Mobility Management Functions
08/838,914	System and Method for Genetic Algorithm Scheduling Systems
08/853,862	Multi-Tenant Unit
08/928,712	Data Packet Router
08/928,712	Data Packet Router
08/940,666	Virtual Circuit Management for Multi-Point Delivery in a Network System
08/940,668	Quality of Service Management for Aggregated Flows in a Network System
08/965,848	Method and Apparatus for Balancing the Process Load on Network Servers According to Network and Serve Based Policies

<u>Serial No.</u>	<u>Title</u>
08/971,606	Voice Activated Web Browser
08/990,122	Networked-Collaborative Musical Environment
09/026,269	Multiplexing Bytes Over Parallel Communication Links Using Data Slices
09/028,821	Systems and Methods for Providing User Assistance in Retrieving Data From a Relational Database
09/058,786	Evaluating Generic Programming Parse-Trees
09/086,386	Method and Apparatus for Digital Subscriber Loop Qualification
09/092,605	Method and System for Monitoring Broadband Quality of Services
09/094,453	Multiplex/Demultiplex Processing of Information
09/098,622	Method and System for Connectionless Communication in a Cell Relay Satellite Network
09/105,905	Method and System for Burst Congestion Control in an ATM Network
09/124,196	Method and Apparatus for Estimating Source-Destination Traffic in a Packet-Switched Communications Network
09/127,685	An Improved Information Retrieval System
09/141,941	Method and System for Burst Congestion Control in an Internet Protocol Network
09/150,106	Method and System for Testing a Network Element within a Telecommunications Network
09/170,275	System and Method for Scheduling the Transmission of Packet Objects Having Quality of Service Requirements
09/170,609	System and Method for Scheduling and Rescheduling the Transmission of Cell Objects of Different Traffic Types
09/176,420	Method and Apparatus for Stripping Packets Over Parallel Communication Lines
09/177,700	Multi-Line Appearance Telephony Via a Computer Network

<u>Serial No.</u>	<u>Title</u>
09/177,712	Multi-Line Telephony Via Network Gateways
09/178,271	Speaker Identifier for Multi-Party Conference
09/187,976	Apparatus and Method for Hyperlinking Printed Materials with Electronic Information Via a Network
09/209,152	System and Method for Automatically Optimizing Software Performance
09/211,705	MPEG Compliant Centralized Interactive Programming Distribution System and Method Therefor
09/211,707	MPEG Compliant Centralized-Randomly Accessed Audio Segment Distribution System and Method Therefor
09/220,511	Framework for Providing Quality of Service Requirements in a Distributed Object Oriented Computer System
09/220,530	Framework for Providing Quality of Service Requirements in a Distributed Object-Oriented Computer System
09/220,613	Cell Discard Scheme for IP Traffic Over a Cell Relay Infrastructure
09/220,716	Framework for Providing Quality of Service Requirements in a Distributed Object Oriented Computer System
09/232,069	Method and System for Burst Congestion Control in an ATM Network
09/245,776	Method and Apparatus for Providing Web-Based Assistance to Customers and Service Representatives
09/250,090	All-To-All Communication Scheme for Multistage Interconnection Networks
09/251,676	A Generic Approach to Generating Permutations for All-To-All Personalized Exchange for Self-Routing Multistage Interconnection Networks
09/261,971	Data Communications System and Hybrid Time-Code Multiplexing Method
09/270,222	Providing Secure Service Execution Facilities
09/275,636	Method and System for Monitoring and Dynamically Reporting a Status of a Remote Server

<u>Serial No.</u>	<u>Title</u>
09/277,993	Memory Accessing Switch Network
09/282,764	Targeted Banner Advertisements
09/285,992	Networked System for Management of Remote Processors and Controllers
09/300,922	Fact Recognition System
09/305,411	Single Entry Point to Cross Domain Information that is Returned Directly to the User
09/330,427	Broadband Architecture Using Existing Twisted Pair
09/348,377	Method and Apparatus for an Intruder Detection Reporting and Response System
09/362,081	Techniques for Providing Caller Name Announcement
09/362,324	Techniques for Processing Communications
09/364,782	Page Aggregation for Web Sites
09/383,056	System and Method for Processing and Collecting Data from a Call Directed to a Call Center
09/400,004	Optimal All-To-All Personalized Exchange in Optical Multistage Networks
09/404,098	Distributed, Hybrid Simulation System
09/406,672	Secure Play of Performance Data
09/408,959	Two-Mode Operational Scheme for Managing Service Availability of a Network Gateway
09/410,152	Bank Online Payment Service
09/421,714	System and Method for Automatically Optimizing Heterogeneous Multiprocessor Software Performance
09/422,306	Systems and Methods for Two-Way Messaging Using a Pager
09/422,540	Internet Service Delivery Via Server Pushed Personalized Advertising Dashboard

<u>Serial No.</u>	<u>Title</u>
09/426,052	Systems and Methods for Securing Extranet Transactions
09/426,442	Systems and Methods for Securing Extranet Transactions
09/428,894	Systems and Methods for Providing Chat Room Participants with Private and Anonymous Voice Communication
09/430,883	Self-Certifying References for Internet Documents
09/431,292	Hypervideo Information Retrieval Using Multimedia
09/431,293	Hypervideo: Information Retrieval Using Realtime Buffers
09/432,618	System and Method for Logging Computer Event Data in a Distributed System
09/434,642	System and Method for Analyzing Genetic Algorithms
09/438,914	Systems and Methods for Transporting Associated Data Signals over a Network
09/441,812	Method and System for Capturing Telephone Calls
09/448,794	Methods and System for Performing Frame Recovery in a Network
09/450,549	Packet Loss Service-Level Guarantee Monitoring and Claim Validation Systems and Methods
09/450,601	Connectivity Service-Level Guarantee Monitoring and Claim Validation Systems and Methods
09/452,915	Multiservice Network
09/460,455	Methods and Apparatus for Integrating Services and Accessing the World Wide Web
09/471,645	Secure Gateway Having Routing Feature
09/471,901	Secure Gateway Having User (ID) Identification and Password Authentication
09/489,517	Systems and Methods for Visualizing a Communications Network
09/491,909	An Inexpensive Readily Deployable, High Capacity Underwater Network
09/502,476	Domain-Independent Reconfigurable Scheduler

<u>Serial No.</u>	<u>Title</u>
09/503,143	Message Routing Coordination in Communication Systems
09/504,974	System and Method for Facilitating Communication Between Dissimilar Radio Voice Devices
09/524,112	Portal Switch for Electronic Commerce
09/532,255	Systems and Methods that Protect Against Denial of Service Attacks
09/533,148	System and Method for Improving Traffic Analysis and Network Modeling
09/533,467	Method and Apparatus for Detecting Unreliable or Compromised Router/Switches in Link State Routing
09/535,602	Systems and Methods for Standardizing Network Devices
09/539,972	Graphical User Interface and Method for Customer Centric Network Management
09/544,628	Extendable Tool for Use Marking Angular Lines
09/548,547	Intrusion and Misuse Deterrence System
09/559,135	Advertising-Subsidized PC-Telephony
09/560,006	Synchronized Spatial-Temporal Browsing of Images for Selection of Indexed Temporal Multimedia Titles
09/573,603	System and Method for Turning a Telephone Conversation into Binding Contract
09/574,140	Method and System for Independent Per Party Volume Control for a Packetized Telephone
09/575,102	Systems and Methods for Reducing the Occurrence of Annoying Voice Calls
09/575,897	System and Method for Improving the Performance of Rate Adoptive Networking Protocols
09/584,860	System and Method for Deploying Fiber Optic Networks Through Water Distribution Systems
09/585,933	Methods and Systems for Supplying Encryption Keys

<u>Serial No.</u>	<u>Title</u>
09/586,457	Systems and Methods for Providing Customizable GEO-Location Tracking Services
09/591,761	Method and Apparatus for Supporting Authorities in a Public Key Infrastructure
09/594,100	Method and Apparatus for Dynamic Mapping
09/595,942	Method and Apparatus for Remote Identification of Transmission Channel Interference
09/597,111	Remote Access to Position Information Derived From Remote Positioning Units
09/597,492	System and Method for Performing a Secure Credit Transaction
09/604,230	Method and Apparatus for Calculating the Number of Very High Speed Digital Subscriber Line Nodes
09/611,783	A Highly Secure Communications Network Employing Quantum Cryptography Between Trusted Routers
09/614,491	Methods and Systems for Anonymous Tasking Via Persistent Storage
09/620,484	Systems and Methods Implementing Internet Screen Dialing for Circuit Switched Telephones
09/621,252	Systems and Methods for Conditional Routing of Calls in a Telephony Network
09/626,303	Systems and Methods for Improving Traffic Analysis in Networks
09/630,304	Systems and Methods for Predictive Routing
09/633,413	Method and Apparatus for Error Correction in a Ring Network with Queuing
09/633,719	A System for Detecting Spurious Network Traffic
09/634,416	Method and Apparatus for the Generation and Distribution of Random Bits
09/638,166	Routing T-37 E-Mail Over an H 323 (VOIP) Network
09/643,974	Systems and Methods for Transmitting Messages to Predefined Groups

<u>Serial No.</u>	<u>Title</u>
09/650,877	Routing Toll-Free Telecommunications Traffic Over Data Networks
09/654,365	Method and Apparatus for Score Normalization for Information Retrieval Applications
09/694,593	Systems and Methods Implementing Internet Screen Dialing for Circuit Switched Telephones
09/697,095	Method and Apparatus for Filtering Electronic Communications Received Over A Network
09/704,916	Flexible Web-Based Interface for Workflow Management Systems
09/707,726	Method and Apparatus for Estimating the Call Grade of Service and Offered Traffic for Voice Over Internet Protocol Calls at a PSTN-IP Network Gateway
09/714,150	Distributed Computing System and Method for Distributing User Requests to Replicated Network Servers
09/725,762	Systems and Methods for Implementing Global Virtual Circuits in Packet-Switched Networks
09/725,939	Systems and Methods for Negotiating Virtual Circuit Paths in Packet Switched Networks
09/726,056	Systems and Methods for Implementing Second-Link Routing in Packet Switched Networks
09/748,621	Architecture and Mechanism for Forwarding Layer Interfacing for Networks
09/822,043	A Passive System and Method for Measuring the Subjective Quality of Real-Time Media Streams in a Packet-Switching Network
09/822,085	Methods and Systems for the Estimation of the Injection Point of Foreign Signals in a Network
09/938,923	Method and System for Connectionless Communication in a Cell Relay Satellite Network
09/942,276	Voice Activated Web Browser
09/999,348	Method and System for Burst Congestion Control in an Internet Protocol Network
10/095,821	Information Retrieval System

<u>Serial No.</u>	<u>Title</u>
10/096,193	Method and Apparatus for Stripping Packets Over Parallel Communication Links
10/158,771	Allocation of Channel Capacity in Multiservice Networks
10/279,680 GTE 99-311 Cont. of 09/450,601	Connectivity Service-Level Guarantee Monitoring and Claim Validation Systems and Methods
GTE 99-408 Cont. of 09/504,974	Method and Apparatus for Dissimilar Radio Connectivity
10/264,112 GTE 99-866 Cont. of 09/431,292	Hypervideo: Information Retrieval Using Multimedia
10/264,117 GTE 99-867 Cont. of 09/431,293	Hypervideo: Information Retrieval Using Realtime Buffers

ASSIGNMENT OF JOINT-INTEREST IN PATENTS

This ASSIGNMENT OF JOINT-INTEREST IN PATENTS is effective as of February 4, 2003, between Genuity Inc., a Delaware corporation, Genuity International Inc., a Massachusetts corporation, Genuity International Networks Inc., a California corporation, Genuity Solutions Inc., a Massachusetts corporation, Genuity Telecom Inc., a Delaware corporation, and Genuity Employee Holdings LLC, a Delaware limited liability company, each having a principal business address of 225 Presidential Way, Woburn, Massachusetts 01888 (hereinafter, collectively, "ASSIGNORS"), and Level 3 Communications, LLC, a Delaware limited liability company having a principal business address of 1025 Eldorado Boulevard, Broomfield, Colorado 80021 (hereinafter "ASSIGNEE").

WHEREAS, one or more of the ASSIGNORS has a joint ownership interest with another party other than an ASSIGNOR in certain inventions, applications for United States and foreign Letters Patent, and United States and foreign Letters Patents; and

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNORS' joint ownership interest in the aforesaid inventions, applications for United States and foreign Letters Patent, and United States and foreign Letters Patents.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in the Asset Purchase Agreement between ASSIGNORS and ASSIGNEE and certain other parties thereto, dated November 27, 2002, as amended, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to any rights and licenses granted to third parties on or before the effective date hereof, ASSIGNORS do hereby assign unto ASSIGNEE all rights, title and interest of ASSIGNORS in the following:

(i) All inventions (patented or not patented) (provided, however, ASSIGNORS' right to assign any equitable rights in such inventions may be limited with respect to any not-patented inventions as to which the ASSIGNORS have not received an intellectual property agreement executed by an inventor thereof for the benefit of any ASSIGNOR), applications for Letters Patent, and Letters Patents, in each case jointly owned by ASSIGNORS with another party other than an ASSIGNOR, including all

inventions and improvements described in the applications for Letters Patent, any legal equivalent of Letters Patent in all foreign countries (subject, however, to applicable patent laws in such countries), the right to claim priority therefrom, and all Letters Patents worldwide to be obtained by such patent applications or any continuations, divisionals, renewals, extensions, substitutes, reissues or re-examinations thereof (all referred to herein as "JOINT PATENTS"), and

(ii) An undivided joint interest in the whole of JOINT PATENTS in the list of United States Applications for Letters Patent in Schedule A and the list of foreign applications for Letters Patent in Schedule B,

all of the foregoing to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the terms for which such Letters Patents are granted, plus any extensions, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment and sale not been made, together with all of ASSIGNORS' claims for damages by reason of past and future infringement of said Letters Patents and inventions, 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.

ASSIGNORS further agree, at the request of the ASSIGNEE and without charge or cost to ASSIGNORS, to execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in ASSIGNORS' possession or under their control, that may be reasonably required to carry out the terms and intent of this Assignment; and to fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of Assignment with the United States Patent and Trademark Office and with applicable foreign government offices so that ASSIGNEE's ownership of the Letters Patents and applications for Letters Patent is duly made of record in the United States and applicable foreign countries.

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent resulting from the inventions and Applications for

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United States Letters Patent listed in Schedule A or any divisionals, reissues, continuations (in whole or in part), renewals, extensions, substitutes or re-examinations thereof to ASSIGNEE as assignee of ASSIGNORS' interest therein.

ASSIGNEE hereby accepts this ASSIGNMENT OF JOINT PATENTS from ASSIGNORS to ASSIGNEE of all the joint-ownership interest rights of ASSIGNORS in the JOINT PATENTS worldwide.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the date first written above.

GENUITY INC.

By: D.P.O'Brien Date: 2/4/03

Title: _____

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF MIDDLESEX)

On this 4th of February, 2003, before me personally appeared Daniel O'Brien to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

D.P. Gemin
Notary Public

GENUITY INTERNATIONAL INC.

By: D.P.O'Brien Date: 2/4/03

Title: _____

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF MIDDLESEX)

On this 4th of February, 2003, before me personally appeared Daniel P. O'Brien to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

D.P. Gemin
Notary Public

By: Y. D. B. Date: 2/4/03

COUNTY OF MIDDLESEX) ss.

D. P. Gremm
Notary Public

By: TPO/Buen Date: 2/4/03

COUNTY OF MIDDLESEX) ss.

D.P. Grinn
Notary Public

GENUITY TELECOM INC.

By: DPO'Brien Date: 2/4/03

Title: _____

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF MIDDLESEX)

On this 4th of February, 2003, before me personally appeared Daniel P. O'Brien to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

D.P. Gemin
Notary Public

GENUITY EMPLOYEE HOLDINGS LLC

By: DPO'Brien Date: 2/4/03

Title: _____

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF MIDDLESEX)

On this 4th of February, 2003, before me personally appeared Daniel P. O'Brien to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

D.P. Gemin
Notary Public

LEVEL 3 COMMUNICATIONS, LLC

By: [Signature]

Date: 02/04/03

Title: Robert M. Yates
Vice President

STATE OF NY }

COUNTY OF NY }

ss.

On this 4th of February, 2003 before me personally appeared Robert M. Yates to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

FRANCIS J. KELLEHER
Notary Public, State of New York
No. 01026079463
Qualified in New York County
Commission Expires Aug. 25, 2006 Notary Public

[Signature]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re

GENUITY INC., et al.,

Debtors.

)
)
) Chapter 11
) No. 02-43558-PCB
) (Jointly Administered)
)
)
)

**ORDER UNDER 11 U.S.C. §§ 105(a), 363, 365 AND 1146(c)
AND FED. R. BANKR. P. 2002, 6004 AND 6006 AUTHORIZING
AND APPROVING (I) ASSET PURCHASE AGREEMENT
WITH LEVEL 3 COMMUNICATIONS, INC. AND
LEVEL 3 COMMUNICATIONS, LLC; (II) SALE OF SUBSTANTIALLY
ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS,
CLAIMS AND ENCUMBRANCES; (III) ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (IV)
CERTAIN RELATED RELIEF**

Upon the motion, dated November 27, 2002 (the "Motion"), of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), for, among other things, entry of (a) an order approving, among other things, (i) certain bid protections, including a break-up fee, expense reimbursement, auction procedures and overbid requirements (collectively, the "Bidding Procedures"), and (ii) the form and manner of notice with respect to such procedures and the hearing to consider entry of this Order; and (b) an order (the "Sale Order") under 11 U.S.C. §§ 105(a), 363, 365 and 1146(c) and Fed. R. Bankr. P. 2002, 6004 and 6006 (i) approving the Asset Purchase Agreement by and among Level 3 Communications, Inc. (the "Parent"), Level 3 Communications, LLC (together with its assignee, Greenland Managed Services, LLC, the "Purchaser"), and Genuity Inc. ("Genuity"), Genuity International Inc., Genuity International

Sale Order

Networks Inc., Genuity Solutions Inc., Genuity Telecom Inc. and Genuity Employee Holdings LLC (collectively, the "Sellers"), dated as of November 27, 2002 (as amended from time to time, the "Purchase Agreement"),¹ a copy of which is attached hereto as Exhibit A), and certain Ancillary Agreements (including the Transition Services Agreement), substantially in the forms attached as exhibits to the Purchase Agreement, (ii) authorizing the Sellers to sell (the "Sale") to the Purchaser, substantially all of their assets (as defined more specifically in the Purchase Agreement, the "Purchased Assets") free and clear of all Liens (other than Permitted Liens), all Liabilities (other than Assumed Liabilities), Interests (as defined herein) and Claims (as defined herein), and exempt under 11 U.S.C. § 1146(c) from any stamp, transfer, sales, recording or similar tax, (iii) authorizing the assumption and assignment of the Assumed Contracts and the Assumed Leases, and (iv) granting certain related relief; and this Court having entered an order on December 16, 2002 (the "Procedures Order") approving, among other things, the proposed Bidding Procedures and notice of the Sale; and the Sellers having determined that the Purchaser has submitted the highest or otherwise best bid for the Purchased Assets; and a hearing having been held on January 23-24, 2003 (the "Sale Hearing"); and adequate and sufficient notice of the Bidding Procedures, the Purchase Agreement and all transactions contemplated thereunder and in this Sale Order having been given to all parties in interest in these cases and as required by Section 6.2(c) of the Purchase Agreement; and all interested parties having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and the Court having reviewed and considered (i) the Motion, (ii) the objections thereto, if any, and (iii) the

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the Agreement, as the case may be.

arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:²

A. This Court has jurisdiction over the Motion under 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105(a), 363, 365 and 1146(c) of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code"), and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

C. This Court entered the Procedures Order on December 16, 2002, and the Procedures Order has become a final and non-appealable order.

D. As evidenced by the affidavits of service and publication filed with this Court and based on representations of counsel at the Sale Hearing, (i) due, proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Sale and the transactions contemplated thereby, including without limitation, the assumption and assignment of the Assumed Contracts and Assumed Leases, has been provided in accordance with Bankruptcy Code sections 102(1), 105(a), 363 and 365 and Bankruptcy Rules 2002, 6004 and 6006, and in compliance with the Bidding Procedures and the Purchase Agreement; (ii) such notice was good, sufficient and appropriate under the circumstances; and (iii) no other or further notice of the Motion, the Sale

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

Hearing, the Sale or the transactions contemplated thereby (including, without limitation, the assumption and assignment of the Assumed Contracts and the Assumed Leases), is or shall be required.

E. A reasonable opportunity to object and be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including the following: (i) the Office of the United States Trustee; (ii) counsel to the Purchaser; (iii) counsel to the Official Committee of Unsecured Creditors appointed in these cases (the "Committee"); (iv) counsel to Verizon Investments Inc. and Verizon Communications Inc. (together, "Verizon"); (v) counsel to the administrative agent for the Debtors' prepetition lenders (the "Bank Group") under the Amended and Restated Credit Agreement, dated as of September 24, 2001; (vi) all entities known to have expressed an interest in acquiring any of the Purchased Assets; (vii) all entities known to have asserted any Lien in or upon any of the Purchased Assets; (viii) all federal, state and local taxing authorities that have jurisdiction over the Business; (ix) all regulatory authorities or recording offices that have a reasonably known interest in the relief requested in the Motion; (x) all governmental agencies having jurisdiction over the Business with respect to environmental laws; (xi) parties to governmental approvals or permits; (xii) the United States Attorney's office and the attorneys general of all states in which the Purchased Assets are located; (xiii) the Federal Communications Commission and applicable state public utility commissions; (xiv) the Securities and Exchange Commission; (xv) all non-Debtor parties to the Contracts and Leases; and (xvi) all other parties that had filed a notice of appearance and demand for service of papers in these bankruptcy cases under Bankruptcy Rule 2002 as of the date of the Motion.

F. The Sellers may sell the Purchased Assets free and clear of all Interests because each entity with a security interest in any Purchased Assets to be transferred on the Closing Date, including the Assumed Contracts and the Assumed Leases (collectively, the "Assumed Agreements"), (i) has consented to the Sale (including the assumption and assignment of the Assumed Contracts and Assumed Leases) or is deemed to have consented to the Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of interests who did not object, or who withdrew their objections, to the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of interests who did object are adequately protected by having their Interests, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest, subject to the terms hereof.

G. Good and sufficient reasons for approval of the Purchase Agreement and the Sale have been articulated. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest.

H. The Debtors have demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to Bankruptcy Code section 363(b), in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtors' estates; the Sale will provide the means for the Debtors to maximize distributions to creditors and enable the successful confirmation of a plan of reorganization; and

absent consummation of the Sale, the Debtors may be forced to discontinue their operations and liquidate.

I. Each Seller has full corporate power and authority to execute the Purchase Agreement, and all other documents contemplated thereby (including, without limitation, the Ancillary Agreements (including the Transition Services Agreement)), and to consummate the transactions contemplated by the Purchase Agreement. The Purchase Agreement and all of the transactions contemplated thereby have been duly and validly authorized by all necessary corporate action of each of the Sellers. No consents or approvals, other than the consent and approval of this Court and those expressly provided for in the Purchase Agreement, are required for each of the Sellers to consummate the Sale.

J. The Purchase Agreement was negotiated, proposed and entered into by the Sellers and the Purchaser without collusion, in good faith and from arms'-length bargaining positions. The Purchaser is not an "insider" of any of the Debtors, as that term is defined in Bankruptcy Code section 101. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided under Bankruptcy Code section 363(n).

K. The Purchaser is a good faith purchaser under Bankruptcy Code section 363(m) and, as such, is entitled to all of the protections afforded thereby. The Purchaser will be acting in good faith within the meaning of Bankruptcy Code section 363(m) in closing the transactions contemplated by the Purchase Agreement and at all times after the entry of this Sale Order.

L. The consideration provided by the Purchaser pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, and (iii)

constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

M. The Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

N. The transfer of the Purchased Assets to the Purchaser pursuant to the Purchase Agreement will be a legal, valid, and effective transfer of the Purchased Assets, and vests or will vest the Purchaser with all right, title, and interest of the Sellers to the Purchased Assets free and clear of Liens, mortgages, security interests, conditional sales or other title retention agreements, pledges, claims, judgments, demands, encumbrances (including, without limitation, claims, and encumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Sellers' or the Purchaser's interests in the Purchased Assets or (ii) in respect of taxes, restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, the "Interests"), with the exception of Permitted Liens (as defined in the Purchase Agreement), with all such non-assumed Interests to attach to the Sellers' interest in the proceeds of the Sale (the "Sale Proceeds") in order of priority, subject to any rights, claims and defenses of the Debtors with respect thereto.

O. Neither the Purchaser nor its affiliates, successors or assigns, as a result of any action taken in connection with the purchase of the Purchased Assets: (a) are a successor to the Debtors; (b) have, de facto or otherwise, merged with or into the Debtors; or (c) are a continuation or substantial continuation of the Debtors or any enterprise of the Debtors.

P. The Sale must be approved and consummated promptly in order to preserve the viability of the Debtors' businesses as a going concern, to maximize the value of the Debtors' estates and to position the Debtors to emerge from chapter 11. The Sale is a prerequisite to the Debtors' ability to confirm and consummate a plan of reorganization. The Sale is in contemplation of a plan of reorganization and, accordingly, constitutes a transfer to which Bankruptcy Code section 1146(c) applies.

Q. The Debtors have demonstrated that assuming and assigning the Assumed Contracts and Assumed Leases in connection with the Sale is an exercise of their sound business judgment, and that such assumption and assignment is in the best interests of the Debtors' estates.

R. The Debtors have cured, or have provided adequate assurance of cure of, any default existing prior to the applicable Assumption Date, within the meaning of Bankruptcy Code section 365(b)(1)(A), under any of the Assumed Agreements (a) that will be assigned to the Purchaser as of the Closing Date and (b) that are or will become Assumed Customer Contracts (together, the "Initially Assumed Agreements"), and have provided compensation or adequate assurance of compensation to any non-Debtor party to such contracts or leases for any of their actual pecuniary losses resulting from any default arising prior to the applicable Assumption Date under any of such Initially Assumed Agreements, within the meaning of Bankruptcy Code section 365(b)(1)(B) (collectively, the "Cure Amounts").

S. As of the relevant Assumption Date, each Assumed Contract and Assumed Lease will be in full force and effect and enforceable against the non-Debtor party thereto in accordance with its terms.

T. On or before the Assumption Date, the Debtors will pay in full all Cure Amounts in respect of undisputed cure claims and the undisputed portion of any Cure Amount in respect of a disputed cure claim, and will segregate the disputed portion of any Cure Amount in respect of any disputed cure claim pending the resolution of any such dispute by this Court or mutual agreement of the parties. Any non-Debtor party to any Assumed Agreement who objected to the Cure Amounts (a "Cure Amount Objection") is protected by having such disputed portion of such Cure Amount segregated on or before the Assumption Date.

U. The Debtors have, to the extent necessary, satisfied the requirements of Bankruptcy Code sections 365(b)(1) and 365(f) in connection with the Sale, the assumption and assignment of the Assumed Agreements (except with respect to Cure Amounts related to Assumed Contracts and Assumed Leases that are not Initially Assumed Agreements, which shall be dealt with pursuant to the terms set forth hereinafter), and shall upon assignment thereof on the Closing Date, be relieved from any liability for any breach thereof, and it is therefore

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED (other than with respect to matters previously addressed by the Procedures Order).
2. Any objections to the entry of this Sale Order or the relief granted herein and requested in the Motion that have not been withdrawn, waived or settled, and all reservations of rights included therein, hereby are denied and overruled on the merits with prejudice.

Approval of the Purchase Agreement

3. The Purchase Agreement and the Ancillary Agreements (including the Transition Services Agreement), and all of the terms and conditions thereof, including, but not limited to,

the sale of the Purchased Assets and assumption of the Assumed Liabilities, in exchange for the Purchase Price, as set forth in the Purchase Agreement, are hereby approved.

4. Pursuant to Bankruptcy Code section 365, the Debtors will be deemed to have assumed the Purchase Agreement as of the Closing Date.

5. Pursuant to Bankruptcy Code sections 363(b) and (f), the Debtors are authorized and (subject to the applicable closing conditions set forth in the Purchase Agreement) directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the Purchase Agreement.

6. The Debtors are authorized and (subject to the applicable closing conditions set forth in the Purchase Agreement) directed to execute and deliver, and empowered to perform under, consummate and implement, the Purchase Agreement, collectively with all additional instruments and documents (including, without limitation, the Ancillary Agreements (including the Transition Services Agreement)) that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be requested by the Purchaser for the purpose of transferring the Purchased Assets to the Purchaser or as may be necessary or appropriate to the performance of the obligations contemplated by the Purchase Agreement. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Purchase Agreement, the Ancillary Agreements (including the Transition Services Agreement) or any other Sale related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence.

Transfer of Purchased Assets

7. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement or this Sale Order, pursuant to Bankruptcy Code sections 105(a) and 363(f), the Purchased Assets shall be transferred to the Purchaser and, as of the Closing Date or the applicable Assumption Date, as the case may be, shall be free and clear of (a) all Interests, and (b) all debts arising under, relating to, or in connection with any acts of the Debtors, claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, claims and encumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of any of the Sellers' or the Purchaser's interests in the Purchased Assets, or any similar rights, or (ii) in respect of taxes, restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, "Claims"), with the exception of Permitted Liens and Assumed Liabilities, with all such non-assumed Interests and Claims to attach to the Debtors' interest in the Sale Proceeds, in the order of their priority, with the same validity, force and effect which they now have against the Purchased Assets, subject to any rights, claims and defenses the Debtors may possess with respect thereto.

8. Except as expressly permitted by the Purchase Agreement, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, holding Interests

or Claims of any kind or nature whatsoever against or in the Debtors or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the operation of the Debtors' businesses prior to the Closing Date or the transfer of the Purchased Assets to the Purchaser, shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing against the Purchaser, its property, its successors and assigns, its affiliates or the Purchased Assets, such persons' or entities' Interests or Claims (with the exception of Permitted Liens and Assumed Liabilities). Following the Closing Date (or the applicable Assumption Date, with respect to Assumed Agreements other than Initially Assumed Agreements), no holder of an Interest in or Claim against the Debtors (other than holders of Permitted Liens or Assumed Liabilities) shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Interests or Claims, and all such Claims and Interests, if any, shall be, and hereby are channeled, transferred and attached solely and exclusively to the Sale Proceeds.

9. The transfer of the Purchased Assets to the Purchaser pursuant to the Purchase Agreement shall not result in (i) the Purchaser having any liability or responsibility for any claim (other than for Permitted Liens or Assumed Liabilities) against the Debtors or against an insider of the Debtors, or (ii) the Purchaser having any liability or responsibility to the Debtors except pursuant to the Purchase Agreement, the Ancillary Agreements (including the Transition Services Agreement) and this Sale Order.

10. The Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Purchased Assets other than as expressly set forth in the Purchase Agreement. Without limiting the effect or scope of the foregoing, the transfer of the Purchased Assets from the Debtors to the Purchaser does not and will not subject the Purchaser or its affiliates, successors or assigns or their respective properties (including the Purchased Assets) to any liability for claims (as that term is defined in section 101(5) of the Bankruptcy Code) against the Debtors or the Purchased Assets by reason of such transfer under the laws of the United States or any state, territory or possession thereof applicable to such transactions. Neither the Purchaser nor its affiliates, successors or assigns shall be deemed, as a result of any action taken in connection with the purchase of the Purchased Assets to: (a) be a successor to the Debtors; (b) have, de facto or otherwise, merged with or into the Debtors; or (c) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. Neither the Purchaser nor its affiliates, successors or assigns is acquiring or assuming any liability, warranty or other obligation of the Debtors, including, without limitation, any tax incurred but unpaid by the Debtors prior to the Closing Date, including, but not limited to, any tax, any fine or penalty relating to a tax, or any addition to tax, whether or not previously assessed, fixed or audited, whether or not paid, and whether or not contested before and adjudicated by a judicial or administrative tribunal of competent jurisdiction, except as otherwise expressly provided in the Purchase Agreement.

11. The transfer of the Purchased Assets to the Purchaser pursuant to the Purchase Agreement constitutes a legal, valid and effective transfer of the Purchased Assets, and shall vest the Purchaser with all right, title and interest of the Debtors in and to the Purchased Assets free

and clear of all Claims and Interests (other than Permitted Liens and Assumed Liabilities) of any kind or nature whatsoever.

12. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets or a bill of sale transferring good and marketable title in the Purchased Assets to the Purchaser. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

13. This Order is and shall be effective as a determination that, all Liens (other than Permitted Liens) shall be, and are, without further action by any person or entity, released with respect to the Purchased Assets as of the Closing Date (or with respect to Assumed Contracts and Assumed Leases assumed after the Closing Date, as of the Assumption Date).

14. This Order shall be binding upon and shall govern the acts of all entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

15. The transactions contemplated by the Purchase Agreement, and the execution, delivery and/or recordation of any and all documents or instruments necessary or desirable to

consummate the transactions contemplated by the Purchase Agreement shall be, and hereby are, exempt from the imposition and payment of all stamp taxes and similar taxes, pursuant to section 1146(c) of the Bankruptcy Code, provided that the Debtors shall escrow, pending confirmation of a plan, any amounts that would be payable except for such exemption.

**Assumption and Assignment of
Assumed Contracts and Assumed Leases**

16. The Debtors are hereby authorized, in accordance with Bankruptcy Code sections 105(a), 363 and 365, to (a) assume and assign to the Purchaser, effective upon the Assumption Dates, the Assumed Contracts and Assumed Leases, and/or to transfer, sell and deliver to the Purchaser all of Sellers' right, title and interest in and to the Assumed Contracts and Assumed Leases, free and clear of all Interests and Claims of any kind or nature whatsoever (provided, however, that nothing herein shall defeat any right which a party to an Assumed Contract or Assumed Lease may have under section 365 of the Bankruptcy Code), and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts and Assumed Leases to the Purchaser.

17. The requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code are hereby deemed satisfied with respect to the Assumed Contracts and Assumed Leases (subject to the "cure amount" procedures set forth herein).

18. The Assumed Contracts and Assumed Leases shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser, in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract or Assumed Lease (including provisions of the type described in sections 365(b)(2), (c)(1) and (f)(1) of the Bankruptcy Code) which prohibits, restricts or conditions such assignment or transfer. The non-

Debtor party to each Assumed Contract or Assumed Lease shall be deemed to have consented to such assignment under section 365(c)(1)(B) of the Bankruptcy Code, and the Purchaser shall enjoy all of the rights and benefits under each such Assumed Contract or Assumed Lease as of the applicable Assumption Date without the necessity of obtaining such non-Debtor party's written consent to the assumption and assignment thereof.

19. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach of any Assumed Contract or Assumed Lease after such assignment to and assumption by the Purchaser on the applicable Assumption Date.

20. All liquidated monetary defaults, claims or other obligations of the Debtors arising or accruing under each Assumed Contract or Assumed Lease prior to the assumption of such Assumed Contract or Assumed Lease (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)) shall be promptly cured by the Debtors upon assumption and assignment as provided in Bankruptcy Code section 365(b)(1).

21. If the Debtors receive a Cure Amount Objection, they shall attempt to resolve such disputed Cure Amount with the party asserting the objection. If consensual resolution of the Cure Amount Objection cannot be reached, the Debtors will (i) pay in full the undisputed portion of such Cure Amount on or before the applicable Assumption Date and (ii) segregate the disputed portion of such Cure Amount (the "Segregated Amounts") pending the resolution of the Cure Amount Objection by this Court or by mutual agreement of the parties. In light of these procedures, the fact that any Cure Amount Objection is not resolved shall not prevent or delay the occurrence of any Assumption Date or the assumption and assignment of any Assumed

Contract or Assumed Agreement, and the objectors' only recourse after the relevant Assumption Date shall be to the Segregated Amounts.

22. Subject to the terms hereof with respect to the Segregated Amounts, all defaults or other obligations of the Debtors under the Initially Assumed Agreements (and, upon payment of all Cure Amounts with respect to other Assumed Transition Agreements (defined below), all Assumed Contracts and Assumed Leases) arising or accruing prior to the Assignment Date have been cured or shall promptly be cured by the Debtors in accordance with the terms hereof such that the Purchaser shall have no liability or obligation with respect to any default or obligation arising or accruing under any Assumed Contract or Assumed Lease prior to the Assumption Date, except to the extent expressly provided in the Purchase Agreement. Each non-Debtor party to an Assumed Contract or Assumed Lease is forever barred, estopped and permanently enjoined from asserting against the Purchaser or its property or affiliates, or any thereof, any breach or default under any Assumed Contract or Assumed Lease, any claim of lack of consent relating to the assignment thereof, or any counterclaim, defense, setoff, right of recoupment or any other matter arising prior to the Assignment Date for such Assumed Contract or Assumed Lease or with regard to the assumption and assignment thereof pursuant to the Purchase Agreement or this Order.

23. Upon assignment of the Assumed Contracts and Assumed Leases to the Purchaser on the applicable Assumption Date, no default shall exist under any Assumed Contract or Assumed Lease and no non-Debtor party to any Assumed Contract or Assumed Lease shall be permitted to declare a default by the Purchaser under such Assumed Contract or Assumed Lease or otherwise take action against the Purchaser as a result of any Debtor's financial condition,

bankruptcy or failure to perform any of its obligations under the Assumed Contract or Assumed Lease, including any failure to pay any amounts necessary to cure any Debtor's defaults thereunder. Upon entry of this Sale Order and assumption and assignment of the Assumed Contracts and Assumed Leases, the Purchaser shall be deemed in compliance with all terms and provisions of the Assumed Contracts and Assumed Leases.

24. Notwithstanding anything to the contrary in this Sale Order, upon assumption of the Assumed Contracts and Assumed Leases, the Purchaser is assuming all liabilities arising under the Assumed Contracts and Assumed Leases arising and accruing on and after the applicable Assumption Date.

**Assumption and Rejection Procedures Applicable
to Underlying Service Agreements and Undesignated Agreements**

25. The Debtors are hereby authorized to transfer, sell and deliver to the Purchaser and/or assume and assign to the Purchaser, or to reject, each Underlying Service Agreement and each Undesignated Agreement pursuant to section 365 of the Bankruptcy Code, without the need for any further notice, motion, hearing or order. If any item currently characterized under the Purchase Agreement as an Underlying Service Agreement becomes an Excluded Agreement or an Excluded Asset, Purchaser shall not seek to recharacterize such item as anything other than an Underlying Service Agreement for purposes of calculating Rejection Claims, without the Sellers' consent. The timing of such assumption and assignment or rejection, as the case may be, the "cure amounts," if any, required to be paid upon such assumption and assignment, and the other matters set forth in this paragraph, shall be determined in accordance with the following procedures:

A. Assumption:

- (i) At any time after entry of this Order and on or prior to the Election Date, the Purchaser may notify the Debtors, in writing pursuant to the terms of the Purchase Agreement, of its desire for the relevant Debtor to assume and assign to the Purchaser any Underlying Service Agreement or Undesignated Agreement (each agreement subject to such a notice, an "Assumed Transition Agreement").
- (ii) Within two (2) business days of such notice, the Debtors shall file with the Court and serve on (i) each non-Debtor party to such agreement, (ii) counsel to the Purchaser, (iii) counsel to the Committee, (iv) counsel to Verizon and (v) counsel to the administrative agent for the Bank Group (collectively, the "Notice Parties"), a notice (an "Assumption Notice") substantially in the form annexed hereto as Exhibit B of the assumption and assignment of such Assumed Transition Agreement to the Purchaser pursuant to section 365 of the Bankruptcy Code and the terms of this Order. Each Assumption Notice shall identify the relevant Assumed Transition Agreement and set forth the Debtors' proposed "cure amount" with respect to the relevant Assumed Transition Agreement.
- (iii) Each non-Debtor party to an Assumed Transition Agreement shall have ten (10) days from the date of the relevant Assumption Notice to file with the Court and serve on the Notice Parties an objection (a "Cure Objection") (a) pursuant to section 365(b)(1)(A) of the Bankruptcy Code, to the proposed cure amount set forth in such Assumption Notice and/or (b) asserting actual pecuniary losses of the type referred to in section 365(b)(1)(B) of the Bankruptcy Code. No other form of objection to any Assumption Notice shall be permitted. If no Cure Objection is timely filed and served as described above with respect to a particular Assumed Transition Agreement, the "cure amount" for such Assumed Transition Agreement shall be that proposed by the Debtors in the relevant Assumption Notice, and such cure amount shall be paid by the Debtors as of the respective Assumption Date. If a Cure Objection is timely filed and served as described above with respect to a particular Assumed Transition Agreement, then the Debtors shall pay the full amount of the undisputed portion of such cure amount and segregate the full amount of the disputed portion of such cure amount pending resolution of such Cure Objection, and pay to the objecting party, upon resolution of such dispute by agreement of the parties or order of the Court, the remaining cure amount, if any, set forth in such agreement or order.
- (iv) Regardless of whether a Cure Objection is timely filed and served as described above, the relevant Assumed Transition Agreement shall be assumed by the relevant Debtor and assigned to the Purchaser pursuant to

section 365 of the Bankruptcy Code, without the need for any further notice, motion, hearing or order, as of the date that is ten (10) days following the date of the relevant Assumption Notice. All necessary authority for such assumption and assignment, including a finding that the Debtors and the Purchaser have provided "adequate assurance of future performance" as and to the extent required by sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code, is provided by this Order, and the entry hereof shall bar, estop and prohibit any non-Debtor party to an Assumed Transition Agreement from asserting any future objection, other than a Cure Objection, to such assumption and assignment.

- (v) Upon assignment of the relevant Assumed Transition Agreement on the relevant Assumption Date, the Debtors will be relieved pursuant to Bankruptcy Code section 365(k) from any liability for any breach of such agreement.

B. Rejection:

- (i) At any time after fifteen (15) business days prior to the Closing Date and on or prior to the Election Date, the Purchaser may notify the Debtors, in writing pursuant to the terms of the Purchase Agreement: (a) that it does not intend to seek assignment of any particular Underlying Service Agreement or Undesignated Agreement pursuant to the terms of the Purchase Agreement and subparagraph A of this paragraph (each agreement subject to such a notice, a "Rejected Transition Agreement") and (b) the earliest date (the "Migration Date") on which the relevant Debtor may reject (or assign to any third party) such Rejected Transition Agreement; provided however, that no Migration Date for any Rejected Transition Agreement shall be later than the date (the "Migration Deadline") that is the later to occur of (y) six (6) months after the Closing Date and (z) the effective date of confirmation of a plan of reorganization in these cases.
- (ii) At any time prior to the Migration Date for a particular Rejected Transition Agreement, the Purchaser may, by written notice to the Debtors, set an earlier Migration Date for such Rejected Transition Agreement; provided however, that such earlier Migration Date shall not be less than fifteen (15) days after the date of the notice referred to in this clause (ii). The Purchaser may issue multiple such notices with respect to a single Rejected Transition Agreement.
- (iii) If the Purchaser has not notified the Debtors, on or before the Election Date, that a particular Underlying Service Agreement or Undesignated Agreement shall be treated as an Assumed Transition Agreement or a Rejected Transition Agreement, such agreement shall, absent further order

of the Court sought by or at the request of the Purchaser, be treated as a Rejected Transition Agreement, and the Migration Date for such Rejected Transition Agreement shall be the Election Date.

- (iv) After the date hereof and not less than ten (10) days prior to the Migration Date for a given Rejected Transition Agreement, the Debtors may file with the Court and serve on the Notice Parties a notice (a "Rejection Notice") substantially in the form annexed hereto as Exhibit C of the effective date (the "Rejection Effective Date") of the rejection of such Rejected Transition Agreement. As of each Rejection Effective Date, the relevant Rejected Transition Agreement shall be rejected pursuant to section 365 of the Bankruptcy Code and the terms of this Order, without the need for any further notice, motion, hearing or order; provided, however, that no Rejection Effective Date shall be earlier than the relevant Migration Date; provided, further, that the Debtors are not required to reject, pursuant to these rejection procedures or otherwise, any Underlying Service Agreement or Undesignated Agreement designated as a Rejected Transition Agreement.
- (v) Each Rejection Notice shall provide that the non-Debtor party to the relevant Rejected Transition Agreement shall be forever barred, estopped and prohibited from asserting any claim in these cases for damages arising from the rejection of such Rejected Transition Agreement unless such party files a claim for such damages on or before the date that is thirty (30) days after the Rejection Effective Date set forth in such Rejection Notice.
- (vi) All necessary authority for the rejection of each Rejected Transition Agreement is provided by this Order, and the entry hereof shall bar, estop and prohibit any non-Debtor party to a Rejected Transition Agreement from asserting any future objection to such rejection.

26. In no event shall any Rejection Claim (as defined in the Purchase Agreement) include any claim amount arising as a result of the fact that a particular Rejection Effective Date is later than the Migration Date for the relevant Rejected Transition Agreement.

27. At all times from the Closing Date through the date of assumption (with respect to each Assumed Transition Agreement) or the Migration Date (with respect to each Rejected Transition Agreement), (a) no Assumed Transition Agreement or Rejected Transition Agreement shall be (i) assigned by the Debtors to any third party or (ii) rejected by the Debtors, (b) subject

to the Purchaser's obligations under Section 4.1 of the Transition Services Agreement, following the Closing the Debtors shall continue to perform their respective obligations under, and shall not terminate or modify, any Assumed Transition Agreement or Rejected Transition Agreement and (c) no party shall have the right to compel, or to seek an order compelling, the Debtors to assume or reject any Assumed Transition Agreement or Rejected Transition Agreement (including any Underlying Service Agreement or Undesignated Agreement that may become an Assumed Transition Agreement or Assumed Rejection Agreement), whether pursuant to section 365(d)(2) of the Bankruptcy Code or otherwise. Notwithstanding any provision of this Sale Order to the contrary, nothing in this decretal paragraph or in this Sale Order shall be in derogation of the right of any party to terminate an executory contract or unexpired lease by its terms, subject to applicable bankruptcy and non-bankruptcy law.

28. If any plan shall be confirmed in these cases prior to the date that is 180 days after the Closing Date, the Order confirming such plan shall not allow any Rejected Transition Agreement to be rejected at any time prior to the conclusion of such 180 day period.

Claims Arising Out of Excluded Agreements

29. The Purchaser shall have the right to reasonably direct the Sellers in the defense of, and in the settlement and compromise of, any claim in these cases arising out of an Excluded Agreement if such claim could give rise to Rejection Claims, or at the Sellers' expense, to initiate and/or prosecute any objection to any claim arising from any Excluded Agreement. The Sellers shall not settle any claim in these cases arising out of any Excluded Agreement if such claim

could give rise to Rejection Claims without the Purchaser's prior written consent, which consent shall not be unreasonably withheld.

Additional Provisions

30. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is fair and reasonable and may not be avoided under Bankruptcy Code section 363(n).

31. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in Bankruptcy Code section 363(m) and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a good-faith purchaser of the Purchased Assets, and is entitled to all of the benefits and protections afforded by Bankruptcy Code section 363(m).

32. This Court retains jurisdiction to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith (including, but not limited to, the Ancillary Agreements (including the Transition Services Agreement)) in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchaser, (b) compel assumption of the Assumed Liabilities by the Purchaser, (c) resolve any disputes arising under or related to the Purchase Agreement, except as otherwise provided therein, and (d) interpret, implement and enforce the provisions of this Sale Order.

33. Pursuant to section 364(c)(1) of the Bankruptcy Code, (i) the obligation of the Sellers to pay the Adjustments, including interest with respect thereto, and (ii) the

Sale Order

indemnification obligations of the Sellers pursuant to Article X of the Purchase Agreement, shall receive superpriority administrative claim status. Pursuant to section 364(c)(1) of the Bankruptcy Code, (i) the administrative claims in respect of the Adjustments, including interest with respect thereto, and (ii) the administrative claims in respect of the indemnification obligations of the Sellers pursuant to Article X of the Purchase Agreement, shall have priority over any and all administrative expenses of the kinds specified in sections 503(b), 506(c), 507(a) or 507(b) of the Bankruptcy Code.

34. All entities who are presently, or on the Closing Date (or the applicable Assumption Date, with respect to Assumed Agreements other than Initially Assumed Agreements) may be, in possession of some or all of the Purchased Assets hereby are directed to surrender possession of the Purchased Assets either to (i) the Debtors prior to the Closing Date (or the applicable Assumption Date, with respect to Assumed Agreements other than Initially Assumed Agreements), for subsequent transfer to the Purchaser on the Closing Date (or the applicable Assumption Date, with respect to Assumed Agreements other than Initially Assumed Agreements), or (ii) to the Purchaser on the Closing Date (or the applicable Assumption Date, with respect to Assumed Agreements other than Initially Assumed Agreements).

35. On or before the Closing Date (or the applicable Assumption Date), each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in the Purchased Assets, if any, as such Interests may have been recorded or otherwise exist.

36. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens or other documents or agreements evidencing Interests with respect to the

Debtors and/or the Purchased Assets shall not have delivered to the Debtors and the Purchaser prior to the Closing Date, or relevant Assumption Date, as the case may be, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Debtors and/or the Purchased Assets or otherwise, then (i) the Debtors hereby are authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such assets and contracts and (ii) the Purchaser hereby is authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Purchased Assets as of the Closing Date or the applicable Assumption Date, as the case may be, of any kind or nature whatsoever (other than the Permitted Liens and Assumed Liabilities).

37. Any amounts payable by the Sellers pursuant to the Purchase Agreement or any of the documents delivered by the Sellers pursuant to or in connection with the Purchase Agreement shall (i) constitute administrative priority expenses of the Sellers' estates pursuant to Bankruptcy Code sections 503(b) and 507(a)(1), except as otherwise specifically provided in the Purchase Agreement, (ii) be paid by the Sellers in the time and manner provided in the Purchase Agreement without further order of this Court, and (iii) not be discharged, modified or otherwise affected by any plan of reorganization of any of the Sellers.

38. The terms and provisions of the Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, the Purchaser and its respective affiliates, successors and assigns, and any affected third parties.

notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

39. All persons who hold Claims against or Interests in (other than Permitted Liens and Assumed Liabilities) the Debtors are forever barred, estopped and permanently enjoined from asserting or prosecuting any claims or causes of action against the Purchaser, its affiliates, or any of its respective officers, directors, employees, attorneys or advisors, arising out of or in connection with the Sale.

40. After the Closing Date, no person or entity, including, without limitation, any federal, state or local taxing authority, may (a) attach or perfect a lien or security interest against any of the Purchased Assets on account of, or (b) collect or attempt to collect from the Purchaser or any of its affiliates, any tax (or other amount alleged to be owing by one or more of the Debtors) (i) for any period commencing before and concluding prior to or after the Closing Date, or (ii) assessed prior to and payable after the Closing Date, except as otherwise specifically provided in the Purchase Agreement.

41. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to any of the transactions under the Purchase Agreement.

42. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

43. Nothing contained in any chapter 11 plan confirmed in these cases or any order confirming any such plan or in any other order in these cases (including any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the Purchase Agreement or this Sale Order.

44. The failure specifically to include any particular provisions of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety. Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent.

45. Notwithstanding the provisions of Bankruptcy Rules 6004(g) and 6006(d), this Sale Order shall not be stayed for ten (10) days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof. Time is of the essence in closing the transactions referenced herein and the Debtors and the Purchaser intend to close the Sale as soon as practicable. Therefore, any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed as moot.

46. The objection of Metromedia Fiber Network, Inc. (Docket No. 313) is adjourned to the omnibus hearing set for 2:30 p.m. on February 11, 2003.

47. The objection of Universal Access, Inc. (Docket No. 322) ~~is taken under advisement~~ has been ruled on and denied. /s/ PCB

48. Anything set forth in this Order ~~to the contrary~~ notwithstanding, prior to making any cure payment in an amount greater than \$250,000, the Debtors shall provide to the Committee, two business days prior to such any such payment, the identity of the payee and the

proposed amount of such payment. In connection with the Committee's efforts to confirm the accuracy of the proposed cure payments described in the prior sentence, the Debtors shall cooperate with the Committee's advisors and provide such advisors with all reasonably requested related information. /s/ PCB

49. The objection of Cisco Systems, Inc. and Cisco Systems Capital Corporation (collectively "Cisco") is taken under advisement as to questions of whether consent is required to assumption and assignment of executory contracts to which Cisco and the Debtors, or any of them, are parties and as to Cure Amounts, if any, due to Cisco. As to other issues raised by said objection, except identification of the executory contracts and leases designated to be assumed or subject to the assumption or rejection procedures, it is denied. /s/ PCB

50. The Purchase Agreement, as amended to date, shall be filed by the parties within three (3) days of the entry of this Order and is incorporated by reference herein.
/s/PCB

Dated: New York, New York .

January 24, 2003

/s/ Prudence Carter Beatty
Honorable Prudence C. Beatty
United States Bankruptcy Judge

Side Order

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