

02-23-2001



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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

*Handwritten:* 2.5.01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
**1/24/2001**

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
**1/24/2001**

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization :

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

02/23/2001 6TOM11 00000034 75548079

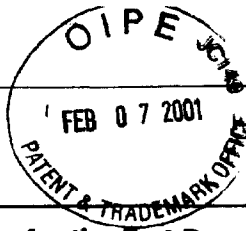
01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002239 FRAME: 0554



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/548,079"/>	<input type="text" value="76/071,913"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/548,080"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/738,056"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Mario Maurice

Name of Person Signing

Signature

Date Signed



**SCHEDULE 1**

**UNITED STATES:**

<b>Mark</b>	<b>Type</b>	<b>Serial #</b>	<b>Filing Date</b>	<b>Status</b>
PointOne	Service Mark	75/548,079	9/4/98	Application pending
PointOne Telecommunications	Service Mark	75/548,080	9/4/98	Application pending
Clear-Packet Technologies	Service Mark	75/738,056	6/28/99	Suspended
AllWorldtelecom	Trademark	76/071,913	6/14/00	Application pending

**CANADA:**

<b>Mark</b>	<b>Type</b>	<b>App. #</b>	<b>Filing Date</b>	<b>Status</b>
Clear-Packet Technologies	Service Mark	1040682	12/22/99	Application pending

**EUROPEAN COMMUNITY:**

<b>Mark</b>	<b>Type</b>	<b>App. #</b>	<b>Filing Date</b>	<b>Status</b>
Clear-Packet Technologies	Service Mark	1438654	12/23/99	Published 7/24/00

**MEXICO:**

<b>Mark</b>	<b>Type</b>	<b>Reg. #</b>	<b>Filing Date</b>	<b>Status</b>
Clear-Packet Technologies	Service Mark	650012	1/3/00	Registered 4/10/00



RELEASE AND REASSIGNMENT OF  
TRADEMARKS AS SECURITY

WHEREAS, PointOne Telecommunications, Inc., a Delaware corporation (together with its successors and assigns, the "Company"), owns the trademarks described in the attached Schedule 1 (the "Trademarks") for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the said attached Schedule;

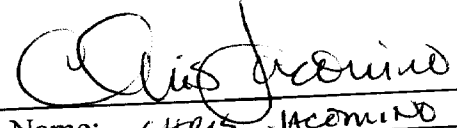
WHEREAS, pursuant to a security agreement dated as of September 21, 1999 (the "Trademark Assignment") the Company granted a security interest in the Trademarks to Imperial Bank to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Trademark Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on October 4, 1999, located on Reel 1970, Frame 0560.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby terminate its security interest in, and reassign and reconvey to the Company, the Trademarks and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all of the Company's rights corresponding thereto throughout the world.

Dated: January 24, 2001

IMPERIAL BANK

By:   
Name: CHRIS JACOMINO  
Title: ASSISTANT VICE PRESIDENT