

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

PROOF OF CLAIM



s1410

In re
Shared Technologies Allegiance, Inc

Case Number
03-13108

YOUR CLAIM IS SCHEDULED AS

UNSECURED

**U S B C SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC**

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request" for payment of an administrative expense may be filed pursuant to 11 U S C § 503

Check box if you are aware that anyone has filed a proof of claim relating to your claim Attach copy of statement giving particulars

Check box if you have never received any notices from the bankruptcy court in this case

Check box if this address differs from the address on the envelope sent to you by the court

03-13057 (RRD)

1012

The amounts and nature of your claim reflected above constitute your claim as scheduled by the Debtor If you agree with the amounts set forth herein and have no other claim against the Debtor you do not need to file this proof of claim EXCEPT as stated below

If the amounts shown above are listed as Contingent Unliquidated or Disputed, a proof of claim must be filed If you have already properly filed a proof of claim with the Bankruptcy Court you do not need to file again

Name of Creditor and Address

03805888023434

DC EXPRESS
69 KING ST
DOVER NJ 07801

Creditor Telephone Number ()

CREDITOR TAX I D #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here replaces or amends a previously filed claim dated _____

1 BASIS FOR CLAIM

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other (describe briefly below)
- Retiree benefits as defined in 11 U S C § 1114(a)
- Wages salaries and compensation (Fill out below)

Your social security number _____
Unpaid compensation for services performed from _____ to _____
(date) (date)

2 DATE DEBT WAS INCURRED VARIOUS

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ 2,942.15 (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ 2,942.15 (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below

Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of interest or additional charges

5 SECURED CLAIM

Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

- Real Estate
- Motor Vehicle
- Other _____

Value of collateral \$ _____

Amount of arrearage and other charges at time case filed included in secured claim above if any \$ _____

6 UNSECURED PRIORITY CLAIM

Check this box if you have an unsecured priority claim

Specify the priority of the claim

- Wages salaries or commissions (up to \$4 650*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier 11 U S C § 507(a)(3)
- Contributions to an employee benefit plan 11 U S C § 507(a)(4)
- Up to \$2 100* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
- Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
- Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
- Other Specify applicable paragraph of 11 U S C § 507(a) _____

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

REC'D OCT 22 2003

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous, attach a summary

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 5 00 p m , November 26, 2003, Prevailing Eastern Time

BY MAIL TO United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
Bowling Green Station P O Box 95
New York NY 10274-0095

BY HAND OR OVERNIGHT DELIVERY TO United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
One Bowling Green Room 534
New York NY 10004-1408

THIS SPACE FOR COURT USE ONLY

RECEIVED

OCT 20 2003

CLAIMS PROCESSING

USBC SOUTHERN DISTRICT OF NEW YORK

Allegiance Claim

DATE SIGNED
10/15/03

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
FRANK J MARCHIANO ACCOUNTING MGR

Penalty for presenting fraudulent claim is a fine of up to \$500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 ANE

See Other Side For Instructions



01049

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re

Allegiance Telecom, Inc , et al ,
Debtors

Chapter 11
Case No 03-13057(RRD)
Jointly Administered

NOTICE RE DOCKET 742

TO DC EXPRESS INC
69 KING ST
DOVER, NJ 07801

Pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure, you are advised that there has been filed with the United States Bankruptcy Court for the Southern District of New York, a Transfer to **ARGO PARTNERS** of your claim in the amount of **\$2,942 15**

If you do not object to this Transfer on or before twenty (20) days from the date of the mailing of this Notice (i e , **January 12,2004**), by filing a written objection with the Office of the Clerk, United States Bankruptcy Court, Southern District of New York, One Bowling Green, New York, NY, 10004, and serving a copy of the objection on the Official Claims and Noticing Agent listed below, **ARGO PARTNERS** will be substituted in your place as the original claimant

DATED December 23, 2003

BANKRUPTCY MANAGEMENT CORPORATION
1330 East Franklin Avenue
El Segundo, California 90245

Official Claims and Noticing Agent for
the Clerk of the Court in the ALLEGIANCE
TELECOM, INC , et al Cases

Proof of Service

I, Lisa Ruppener, am over the age of eighteen years and not a party to the within action. I am employed by Bankruptcy Management Corporation, the Official Noticing Agent of the Court, whose business address is 1330 East Franklin Avenue, El Segundo, California 90245. On December 23, 2003, I served a copy of the "Notice re Docket 742" upon the following party:

DC EXPRESS INC
69 KING ST
DOVER, NJ 07801

ARGO PARTNERS
12 WEST 37TH ST
9TH FL
NEW YORK, NY 10018

by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully pre-paid, and deposited in the mail in El Segundo, California.

I declare under penalty of perjury that the foregoing is true and correct.

Dated December 23, 2003



Lisa Ruppener

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Allegiance Telecom, Inc

Debtor

Chapter 11
Case No 03-13057

NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP 3001 (e) (2)

To (Transferor) **DC Express
69 King Street
Dover, NJ 07801**

The transfer of your claim as shown above, in the amount of **\$2,942 15** has been transferred to

Argo Partners
12 West 37th Street, 9th Floor
New York, NY 10018

No action is required if you do not object to the transfer of your claim **However, IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST**

FILE A WRITTEN OBJECTION TO THE TRANSFER with
United States Bankruptcy Court
Southern District of New York
One Bowling Green
New York, NY 10004

SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE

Refer to INTERNAL CONTROL No _____ in your objection. If you file an objection, a hearing will be scheduled.

IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED ON OUR RECORDS AS THE CLAIMANT

Clerk

FOR CLERK'S OFFICE USE ONLY

This notice was mailed to the first name party, by first class mail, postage prepaid on

INTERNAL CONTROL NO _____

Copy (check) Claims Agent _____ Transferee _____ Debtor's Attorney _____

Deputy Clerk bc objntc (5/13/93)

OBJECTION NOTICE FOR TRANSFEROR-PROOF OF CLAIM ON FILE

ASSIGNMENT OF CLAIM

Docket # 742 eod 12/12/03
claim # 1049

DC Express, having a mailing address at **69 King Street, Dover, NJ 07801** ("Assignor"), in consideration of the sum of \$ (the "Purchase Price"), does hereby transfer to Argo Partners, having an address at 12 West 37th Street, 9th Fl New York, NY 10018 ("Assignee") all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against **Shared Technologies Allegiance, Inc Case No 03-13108** ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the **Southern District of New York** (the "Court"), jointly administered under **Allegiance Telecom, Inc Case No 03-13057** in the currently outstanding amount of not less than **\$2,942 15** and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim identified below and Assignor's rights to receive all interest penalties and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest

Assignor represents and warrants that (Please Check One)

A Proof of Claim has not been filed in the proceedings

A Proof of Claim in the amount of \$ **2,942 15** has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment) If the Proof of Claim amount differs from the Claim amount set forth above, Assignee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court

Assignor further represents and warrants that the amount of the Claim is not less than **\$2,942 15** that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ('Schedule') as such, the Claim is a valid, enforceable claim against the Debtor, no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement, this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms, no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim, Assignor has not engaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors, the Claim is not subject to any factoring agreement Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made Assignor further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal fees and costs incurred by assignee as a result of such disallowance

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignor is hereby deemed to sell to Assignee, and Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assignor upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

The terms of this Assignment of Claim shall be binding upon and shall inure to the benefit of and be enforceable by Assignor, Assignee and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

CONSENT AND WAIVER

Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives its right to raise any objections thereto and its right to receive notice pursuant to Rule 3001 of the Rules of Bankruptcy Procedure.

IN WITNESS WHEREOF, the undersigned **Assignor** hereunto sets its hand this 12th day of December 2003.

ATTEST

By /s/ Frank Marchiano
Signature

IN WITNESS WHEREOF, the undersigned **Assignee** hereunto sets its hand this 12th day of December 2003.

ATTEST

By /s/ Scott Krochek
Scott Krochek
Argo Partners
212-643-5443