


07-21-1998

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FORM PTO 1574 1-31-92 RE  T U.S. Department of Commerce Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;">Internet Direct, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Arizona) <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies):</p> <p>Name: MindSpring Enterprises, Inc. Internal Address: _____ Street Address: 1480 W. Peachtree St., N.W. Suite 400 Atlanta, GA 30309</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p style="text-align: center;">Nunc Pro Tunc</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Effective Date: <u>January 31, 1998</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) 75/037,543; 74/712,475; 74/712,697</p>	<p>B. Trademark registration No.(s)</p> <p style="text-align: center;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Celia G. Spiritos</u> Internal Address: <u>Hogan & Hartson LLP</u> _____ _____ Street Address: <u>8300 Greensboro Drive</u> Suite 1100 City: <u>McLean</u> State: <u>VA</u> Zip: <u>22102</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41): \$ <u>90.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>08-2550</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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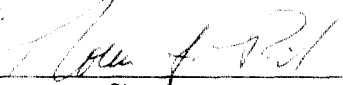
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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Norman J. Rich  _____
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

NUNC PRO TUNC ASSIGNMENT

WHEREAS, INTERNET DIRECT, INC., an Arizona corporation with principal offices located at 1366 East Thomas Road, Phoenix, Arizona 85014 (hereinafter "Assignor"), adopted and used in connection with its business and applied to federally register certain trademarks in the U.S. Trademark Office, identified on the attached Schedule (hereinafter collectively referred to as "The Trademarks");

WHEREAS, on January 31, 1998, pursuant to the terms of an Asset Purchase Agreement, Assignor sold, assigned and transferred all of its right, title and interest in and to The Trademarks to MINDSPRING ENTERPRISES, INC., a Delaware corporation with principal offices located at 1430 West Peachtree Street, N.W., Suite 400, Atlanta, Georgia 30309 (hereinafter "Assignee"); and

WHEREAS, the parties are now desirous of ratifying and confirming said assignment and transfer of all right, title and interest in and to The Trademarks and the goodwill symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over to Assignee, nunc pro tunc as of January 31, 1998, the entire right, title and interest in and to The Trademarks and any federal applications therefor, together with the goodwill of the business connected with The Trademarks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further assigns to Assignee the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for The Trademarks assigned.

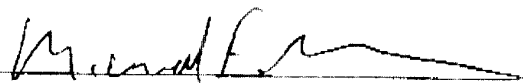
TRADEMARK
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Assignor further warrants that upon request of Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of the assignment, as well as provide such other material, information or assistance as Assignee may consider necessary to carry out the intent of the assignment

The Assignment is binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

INTERNET DIRECT, INC.

Date: 7/1/98

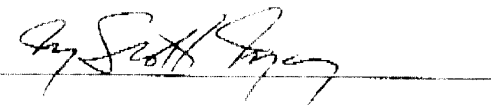
By: 

Name: Michael F March

Title: President

MINDSPRING ENTERPRISES, INC.

Date: 6/26/98

By: 

Name: M Scott May

Title: Vice President Marketing

SCHEDULE

TRADEMARKS AND SERVICE MARKS

MARK	APPLICATION NO.
GOSITE	75/037,543
INTERNET DIRECT	74/712,697
I-SITE	74-712,475

Other trademarks and service marks as identified in Schedule 4.11 of the Asset Purchase Agreement dated January 31, 1998.