

10-09-1998



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MRO
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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

Conveying Party

Mark if additional names of conveying parties attached

Name POINTCAST INCORPORATED Execution Date
Month Day Year
09 30 98

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name BELLSOUTH CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1155 Peachtree Street

Address (line 2) Suite 1800

Address (line 3) Atlanta GA 30309

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Georgia

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.)

ASSIGNMENT RECEIVED
BOOKED
10/14/98

10/09/1998 MBUYEN 00000017 75251307
01 FC:481 40.00 OP
02 FC:482 175.00 OP

FOR OFFICE USE ONLY

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. 20503

TRADEMARK
REEL: 1796 FRAME: 0746

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)

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.

Dana Kull, Esq.



10/7/98

Name of Person Signing

Signature

Date Signed

ASSIGNMENT FOR SECURITY

(Trademarks)

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, POINTCAST INCORPORATED, a California corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on Schedule A (the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, the Assignor has entered into a Senior Loan and Security Agreement dated as of September, 30 1998 (the "Loan Agreement"), among the Assignor, the lenders party thereto from time to time (the "Lenders") and BellSouth Corporation, a Georgia corporation, as agent for the Lenders (the "Agent"), pursuant to which the Lenders, have, on the date hereof, made certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor, and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign to the Agent, on behalf of the Lenders, and to grant to the Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"),

- (a) the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations and applications for registration thereof,
- (b) the licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,
- (e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing,
- (f) all rights corresponding to any of the foregoing throughout the world,
- (g) all proceeds of and accessions to any and all of the foregoing,

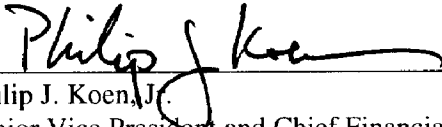
to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Agent, on behalf of the Lenders, and grants to the Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent and Lenders with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of September ~~30~~ 1998.

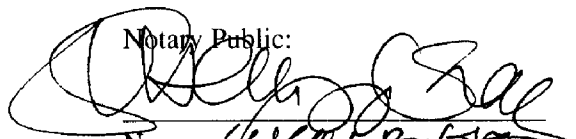
POINTCAST INCORPORATED

By: 
Philip J. Koen, Jr.
Senior Vice President and Chief Financial Officer

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

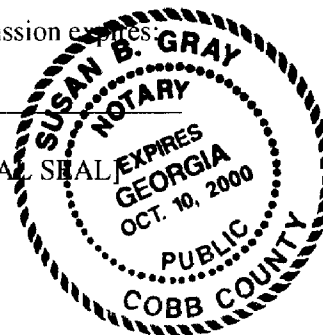
On this 30th day of September, 1998, before me personally came Philip J. Koen, Jr., to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President and Chief Financial Officer of PointCast Incorporated, the corporation described herein and which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Given under my hand and official seal this 30th day of September, 1998.

Notary Public:

Name: Susan B. Gray
(Print or type)

My commission expires:

[NOTARIAL SEAL



**Schedule A
Trademarks**

U.S. REGISTERED

DESCRIPTION	REGISTRATION NO.	REGISTRATION DATE
PointCast	2,072,288	June 17, 1997
PointCast (Tower Design)	2,182,316	August 18, 1998
Journalist	1,875,843	January 24, 1995

U.S. PENDING

DESCRIPTION	SERIAL NO.	FILING DATE
CollegeCast	75-251307	March 4, 1997
PointCast Network	75-257393	March 14, 1997
EntryPoint	75-456386	March 25, 1998
SmartScreen	75-022018	November 20, 1995
Hoop Mania	75-251306	March 4, 1997

HUNTON & WILLIAMS

BANGKOK, THAILAND
BRUSSELS, BELGIUM
CHARLOTTE, NORTH CAROLINA
HONG KONG, CHINA
KNOXVILLE, TENNESSEE
MCLEAN, VIRGINIA

NATIONSBANK PLAZA - SUITE 4100

800 PEACHTREE STREET, N.E.

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WASHINGTON, D.C.

NATALIE LEWIS
PARALEGAL
E-MAIL: NLEWIS@HUNTON.COM

FILE NO.: 45507.19
DIRECT DIAL: (404) 888-4225

October 7, 1998

BY NEXT DAY AIR

**ATTN: CUSTOMER SERVICES COUNTER
TRADEMARK SECURITY AGREEMENTS**

U.S. Patent and Trademark Office
Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

10-8-98

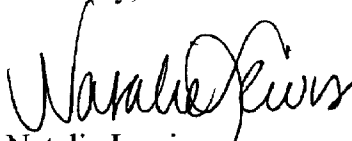
BellSouth Corporation/PointCast Incorporated

Dear Sir/Madam:

Enclosed for recording is an original of an Assignment for Security Interest (Trademarks) dated as of September 30, 1998, by PointCast Incorporated, as assignor, to BellSouth Corporation, as assignee. Also enclosed is a completed Form PTO-1618A recordation form cover sheet and our firm's check made payable to the Commissioner of Patents and Trademarks in the amount of \$215.00 to cover the filing fee for recording the Agreement.

As it is imperative that this Assignment be recorded **ON OR BEFORE DECEMBER 30, 1998**, please call me collect at (404) 888-4225 if you have any questions or concerns. Thank you very much for your assistance with this matter.

Sincerely,



Natalie Lewis
Paralegal

ASSIGNMENT
99 OCT - 9 11 11
RECEIVED

Enclosures

cc: Elizabeth Whelan, Esq.

59914v1

RECORDED: 10/08/1998

TRADEMARK
REEL: 1796 FRAME: 0752