

MRD 10-5-98

10-16-1998

Attorney Docket No. 18863-8,9,10,11,12,13

FORM PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

100851451

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

1. Name of conveying party(ies):
Reel, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: Limited Liability Company - California

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Reel.com, LLC 1998 OCT -5 AM 11:19
Internal Address:
Street Address: 1250 45th Street, Suite 200
City: Emeryville State: California ZIP: 94608

Individual(s) citizenship:
 Association
 General Partnership
 Limited Partnership
 Corporation-State:
 Other: Limited Liability Company - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: June 30, 1997

4. Application number(s) or registration number(s).
 A. Trademark Application No.(s) 75/185891
 B. Trademark Registration No.(s)

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 6

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Mark A. Steiner
 TOWNSEND and TOWNSEND and CREW LLP
 Two Embarcadero Center, 8th Floor
 San Francisco, California 94111-3834
 (415) 576-0200

10/14/1998 SBURNS 00000018 201430 75185891

01 FC:481 40.00 CH
 02 FC:482 125.00 CH

7. Total fee (37 CFR 3.41):..... \$ 165.00

Enclosed Charge Fees to Deposit Account
 Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account

8. Deposit account number: 20-1430

DO NOT USE THIS SPACE

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.

Mark A. Steiner _____ 9-30-98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

10. Change Correspondence Address to that of Part 5? Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 1800 FRAME: 0015

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

4. Additional application number(s) or registration number(s):
(Continued from Page 1)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/190262
75/275604
75/275620
75/220270
75/185892

F:\DATA\PS\OTR\CJL\91648.1

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of June 30, 1997 between REEL, LLC, a California limited liability company ("Assignor") and REEL.COM, LLC, a Delaware limited liability company ("Assignee").

RECITALS OF FACT

1. Reel, LLC has conducted business as virtual video store and, in the process, has created, acquired and incurred significant assets and liabilities.
2. Reel, LLC has caused Reel.Com to be formed to receive additional capital investments and to conduct all business operations previously undertaken by Reel, LLC.
3. Reel, LLC desires to assign and Reel.Com desires to assume all rights, assets, obligations and liabilities of the business of Reel, LLC (the "Business").

NOW, THEREFORE, IT IS AGREED:

1. Assignor hereby assigns to Assignee all of Assignor's interests in the Business, including without limitation each of the assets and liabilities shown on Schedule I attached hereto.
2. Assignee hereby assumes Assignor's obligations arising from the Business, including without limitation each of the items shown on Schedule I, and agrees to indemnify Assignor against and hold Assignor harmless from any and all liabilities, losses, damages and expenses, including, without limitation, reasonable attorneys' fees, arising subsequent to the date hereof and arising out of the acts or omissions of Assignee in connection with the Business.
3. The terms of this Assignment shall bind and inure to the benefit of the parties and their respective heirs, legal representatives and successors and assigns.
4. This Assignment may be executed in two or more counterparts and when so executed shall have the same force and effect as though all signatures appeared on one document.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.


“Assignor”

REEL, LLC, a California limited liability company

By: 
Stuart Skorman, Manager and Member

“Assignee”

REEL.COM LLC
a Delaware limited liability company

By: 
Stuart Skorman, President

SCHEDULE I**ASSETS AND LIABILITIES****I. Assets**

- A. Cash on hand
- B. Checking and savings accounts
- C. Video rental and video sales inventory
- D. Deposits
- E. Accounts receivable
- F. Personal property, whether leased or owned, including all furniture, fixtures and equipment, including those identified on Exhibit I.
- G. Intellectual property including all licenses, software, technology, tradeseecrets, programs and data files, the Reel website, and all trademarks, service marks, copyrights and applications for the same, whether registered or unregistered
- H. Permits and governmental licenses
- I. All other assets and rights

II. Liabilities

- A. Accounts payable
- B. Accrued liabilities including accrued vacation
- C. Accrued taxes including employee payroll tax payable and sales tax payable
- D. All other liabilities and obligations, known or unknown