

MRD 10-5-98

10-16-1998

Attorney Docket No. 18863-15

FORM PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

100851470

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

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

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

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

2. Name and address of receiving party(ies):

Name: Reel.com, Inc. 10-5-98 11:20

Internal Address: OPR/FINANCE

Street Address: 1250 45th Street, Suite 200

City: Emeryville State: California ZIP: 94608

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

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
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: April 30, 1998

4. Application number(s) or registration number(s).

A. Trademark Application No.(s) 75/458649

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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 00000017 201430 75458649

01 FC:481 40.00 CH
02 FC:482 150.00 CH

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41):..... \$ 190.00

- 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
Name of Person Signing

Signature

9-30-98
Date

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

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

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

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

TRADEMARK

- REEL: 1800 FRAME: 0318

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)

75/275604
75/220270
75/185892
75/190262
75/185891
75/275620

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INSTRUMENT OF ASSIGNMENT

Reel.com LLC, a Delaware limited liability company (the "Transferor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, grants, transfers, conveys and delivers to Reel.com, Inc. a Delaware corporation, and its successors and assigns (the "Transferee"), all of Transferor's right, title and interest in and to all of Transferor's tangible and intangible assets, including all intellectual property and contract rights therein and as described in Attachment A hereto (collectively, the "Assets"), wherever situated, as the same shall exist as of the date of this Instrument of Assignment.

Transferee hereby further assigns, and Transferor assigns and accepts all liabilities, contracts and commitments of Transferee, contingent or otherwise, wherever situated, as the same shall exist as of the date hereof and as described in Attachment A hereto (the "Liabilities").

Transferor hereby appoints Transferee the attorney in fact of Transferor, with full power of substitution on behalf of Transferee to demand and receive any of the Assets and to give receipts and releases for the same, to institute and prosecute in the name of Transferor, but for the benefit of Transferee, any legal or equitable proceedings Transferee deems proper in order to enforce any rights in the Assets and to defend or compromise any legal or equitable proceedings relating to the Assets as Transferee shall deem advisable. Transferor hereby declares that the appointment made and powers granted hereby are coupled with an interest and shall be irrevocable by Transferor.

Transferor hereby agrees that Transferor and Transferor's successors and assigns will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, documents, or instruments confirming the conveyance of any of the Assets to Transferee as Transferee shall reasonably deem necessary, provided that Transferee shall provide all necessary documentation to Transferor.

This Instrument of Assignment is executed and delivered in, and shall be construed and enforced in accordance with the laws of the State of California, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**ATTACHMENT A
TO
BILL OF SALE**

1. **Transferred Assets.** Transferor hereby assigns and transfers to Transferee all of Transferor's right, title and interest in and to all of the assets, properties and business owned, held or used by Transferor, as the same shall exist on April 30, 1998 (the "Assets"), including without limitation:

(a) all accounts receivable, notes receivable and other receivables;

(b) all prepaid expenses relating to the operation of the business of Transferor (the "Business") including, but not limited to taxes, leases and rentals;

(c) all of Transferor's rights, claims, credits, causes of action or right of set-off against third parties relating to the Assets, including, without limitation, unliquidated rights under warranties;

(d) all computer software programs, data and associated licenses used in connection with the Business;

(e) all copyrights, copyright registrations, proprietary processes, trade secrets, license rights, specifications, technical manuals and data, drawings, inventions, designs, patents, patent applications, tradenames, trademarks, service marks, product information and data, know-how and development work-in-progress, customer lists, software, business and marketing plans and other intellectual or intangible property embodied in or pertaining to the Business or the Assets, whether pending, applied for or issued, whether filed in the United States or in other countries together with all associated goodwill;

(f) all things authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Transferor or any of its employees or agents that are embodied in, derived from or relate to the Business or the Assets, in any state of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Business or the Assets;

(g) any and all design and code documentation, methodologies, processes, trade secrets, copyrights, design information, product information, technology, formulae, routines, engineering specifications, technical manuals and data, drawings, inventions, know-how, techniques, engineering work papers, and notes, development work-in-process, and other proprietary information and materials of any kind relating to, used in, or derived from the Assets (collectively with subsections (g) and (h), the "Intellectual Property");

(h) all permits, authorizations, consents and approvals of any governmental entity affecting or relating in any way to the Business;

(i) all books, records files and papers, whether in hard copy or electronic format, used in the Business, including without limitation, engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, list of present, former and prospective suppliers or customers, personnel and employment records, and any information relating to taxes imposed on the Business or Purchased Assets, including, without limitation, Transferor's advertiser relationships and advertising contracts, including contracts currently being negotiated; and

(j) all goodwill associated with the Business or the Assets, together with the right to represent to third parties that Transferee is the successor to the Business.

(k) all other property, and/or inventory, leased, owned, fixed or unfix of Transferor.

2. **Transfer of Liabilities.** Transferee hereby assumes all liabilities, contracts and commitments of Transferee, as of the date hereof (the "Liabilities").

Transferor has signed this instrument as of April 2, 1998.

REEL.COM, LLC

By: [Signature]
Title: Chairman

Acknowledged and Accepted

REEL.COM, INC.

By: [Signature]
Title: CEO/PRESIDENT

RECEIPT

Reel.com, Inc., a Delaware corporation (the "Transferee"), hereby acknowledges receipt of the Assets and its assumption of the liabilities described in the Instrument of Assignment dated April 30 1998 between the Transferee and Reel.com LLC, a Delaware limited liability company (the "Transferor").

Dated: April 30, 1998

REEL.COM, INC.

By: *[Signature]*
Title: CEO / President

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