

FORM PTO-1594
(Rev. 8-93)
OMB No. 0651-0011 (exp. 4/94)

RECORD/ 10-21-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TR/



Tab settings

To the Honorable Commissioner of Patents and

100854259

Final documents or copy thereof.

1. Name of conveying party(ies):

MIRABILIS LTD.

~~10/15/98~~ 10-15-98
CORP/FINANCE

- Individual(s)
- General Partnership
- Corporation-State (Israel)
- Other

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

2. Name and address of receiving party(ies)

Name: ICO, Inc. (formerly AOL Acquisition Corp.)

Internal Address: c/o America Online, Inc.

Street Address: 22000 AOL Way

City: Dulles State: VA ZIP: 20166-93

- 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

(Designations 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: October 14, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/381,414
75/451,708
75/482,350
75/425,607

B. Trademark Registration No.(s)

MAD
10-16-98

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: HELFGOTT & KARAS, P.C.
Internal Address: EMPIRE STATE BUILDING
SUITE 6024

Street Address: 350 Fifth Avenue
60th Floor

City: New York State: NY ZIP: 10118

10/20/1998 DNGUYEN 00000320 75381414

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$160.00

Enclosed

Authorized to be charged to deposit account

CHECK Refund Total: \$45.00

8. Deposit account number:

08-1634

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

40.00 DP
75.00 DP

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.

Samson Helfgott

Name of Person Signing
Reg. No. 23,072

Signature

October 14, 1998

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Filed by Express Mail
(Receipt No. EM 366769 32705)
on October 14, 1998
pursuant to 37 C.F.R. 1.10
by Danda S. Chan

Any fee due with this paper, not fully covered by an enclosed check, may be charged on Deposit Acct. No. 08-1634

ASSIGNMENT OF TRADEMARKS

WHEREAS, MIRABILIS LTD. ("ASSIGNOR"), a corporation, organized and existing (under liquidation as of June 14, 1998) according to the laws of the State of Israel, having a place of business at 9 Kchilat Saloniki St., Tel Aviv, Israel 69513, has adopted, used, and was the owner of the entire right, title and interest in and to certain trademarks, service marks and trade names, and registrations and pending applications therefor, identified and listed on Schedule A hereto and made a party hereof, (collectively, the "Scheduled Marks"), and the priority rights associated therewith; and

WHEREAS as of June 5, 1998, the said ASSIGNOR transferred, assigned, conveyed, delivered, set over and vested all of said right, title and interest for the United States unto and in ICQ, Inc. (formerly named AOL Acquisition Corp.) a Delaware corporation, ("ASSIGNEE"), having a place of business at c/o America Online, Inc., 22000 AOL Way, Dulles, Virginia 20166-9323; and

WHEREAS, ASSIGNEE received from ASSIGNOR all of said right, title and interests in the Scheduled Marks;

WHEREAS, ASSIGNEE is a successor to the business of ASSIGNOR, or a portion thereof, to which the Scheduled Marks pertain, and that business is existing and ongoing;

NOW, THEREFORE, in full consideration, the receipt and adequacy of which are hereby acknowledged and according to the acquisition agreement dated June 5, 1998, ASSIGNOR hereby acknowledges ASSIGNOR assigned, conveyed, transferred, delivered, set over and vested to and in ASSIGNEE, its successors and assigns, absolutely and forever, its entire right, title, and interest, whether statutory or common law, in and to the Scheduled Marks, and all the rights and privileges relating thereto including but not limited to the priority rights arising from said Applications and marks, the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of past, present and future infringement and dilution, together with that part of the goodwill of the business connected with the use of and symbolized by said Trademarks throughout the world.

ASSIGNOR agrees to execute such further papers and do such other acts as may be necessary to obtain, renew, issue or enforce all of the Scheduled Marks, including, but not limited to any acts which may be necessary, desirable or convenient for claiming said priority rights.

IN WITNESS WHEREOF, MIRABILIS LTD. has caused this Trademark Assignment to be executed and delivered effective as of the 5th day of June, 1998.

MIRABILIS LTD. (In Liquidation)

By: [Signature]
Name: Yair Goldfinger
Title: liquidator
Date: October 14, 1998

MIRABILIS LTD. (In Liquidation)

By: [Signature]
Name: Arich Vardi
Title: liquidator
Date: October 14, 1998

SCHEDULE A

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION SERIAL NO.</u>
ICQ	75/381,414
PEOPLESUB	75/451,708
MIRABILIS	75/482,350
PEOPLESACE	75/425,607

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