

02-16-1999



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02-01-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #47

100965559

RECORDATION FORM COVER SHEET

Trademarks

m20 2.1.99

1. Name of conveying party: Selsius Systems, Inc., a Delaware corporation

2. Name and address of receiving party:

InteCom, Inc., a Delaware corporation
5057 Keller Springs Road
Dallas, Texas 75248

3. Nature of conveyance and execution date: Assignment of Trademarks effective as of November 19, 1998.

4. Trademark Registration Numbers:

4 Trademark Registration Numbers as follows:

2,134,740
2,134,759
2,096,302
2,072,242

5. Mail correspondence concerning document to:

Edmund B. Burke, Esq.
Powell, Goldstein, Frazer & Murphy LLP
191 Peachtree Street
Atlanta, GA 30303

6. Total number of registrations involved: Four (4)

7. Total fee (37 CFR 3.41), *enclosed*: \$115.00^E 8. Deposit account number: N/A

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.



Edmund B. Burke

1 Feb 99
Date

Total Number of Pages for This Cover Sheet: One (1)

02/12/1999 DNGUYEN 00000152 2134740

01 FC:481
02 FC:482

40.00 DP
75.00 DP

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of November 19, 1998 (the "Effective Date"), by and between Selsius Systems Inc., a Delaware corporation having an address at 5057 Keller Springs Road, Dallas, Texas 75248 ("Assignor"), and InteCom Inc., a Delaware corporation, having an address at 5057 Keller Springs Road, Dallas, Texas 75248 (the "Assignee"),

WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks listed on Schedule 1 attached hereto (the "Trademarks"); and

WHEREAS, Assignee has agreed to sell all of its capital stock in Assignor to a third party (the "Purchaser") pursuant to a Stock Purchase Agreement dated October 13, 1998; and

WHEREAS, Assignee and Purchaser have agreed that, prior to the sale, Assignor will transfer to the Assignee certain assets and liabilities that the Purchaser does not wish to acquire (the "Excluded Assets and Liabilities"), which Assets and Liabilities relate to the business to which the Trademarks pertain; and

WHEREAS, the Trademarks constitute part of the Excluded Assets and Liabilities; and

WHEREAS, Assignor wishes to transfer and assign all of its right, title and interest in and to such Trademarks to Assignee; and

WHEREAS, the parties wish to evidence this absolute transfer of rights by this instrument of assignment;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, and transfers to Assignee, and Assignee hereby accepts, Assignor's full and entire worldwide right, title, and interest in and to the Trademarks, together with all the goodwill of the business appurtenant thereto, and all rights and registrations thereof, together with any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of any of the Trademarks and to which Assignor is or would have been entitled had this Assignment not been made and all rights to stand in the place of Assignor in all matters related to such Trademarks.

The Trademarks are to be held and enjoyed by Assignee for the exclusive use and benefit of Assignee and Assignee's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, at the request of Assignee, provide, execute and deliver any and all other documents and instruments and perform such other acts and things as may be necessary or desirable for effecting completely the assignment and intent contemplated by this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed, sealed and delivered, and Assignee has accepted the assignment of the Trademarks, as of the Effective Date.

ASSIGNOR

ASSIGNEE

Selsius Systems Inc.

InteCom Inc.

By: David Tucker, President

By: George Platt, President

By David Tucker

By George Platt

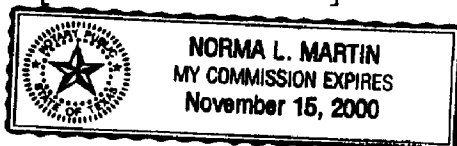
Sworn to and subscribed before me
this 19th day
of November, 1998.

Norma L. Martin
Notary Public

My Commission Expires: November 15, 2000

Exact Date of Execution by Notary Public: November 19th, 1998

[NOTARIAL SEAL]



SCHEDULE 1
TO
ASSIGNMENT OF TRADEMARKS
BY SELSIUS SYSTEMS INC. TO INTECOM INC.

TRADEMARK	REGISTRATION NO.	JURISDICTION	DATE OF REGISTRATION
INCITE	Reg. #2,134,740	UNITED STATES	February 3, 1998
INCITE	Reg. #474,538	CHILE	December 18, 1996
INCITE	Reg. #474,539	CHILE	December 18, 1996
INCITE	Reg. #95558173	FRANCE	July 21, 1995
INCITE	Reg. #395 50 887	GERMANY	September 3, 1996
INCITE	Reg. #550,983	MEXICO	June 20, 1997
INCITE	Reg. #550,984	MEXICO	June 20, 1997
INCITE & Design	Reg. #680457	AUSTRALIA	April 8, 1997
INCITE & Design	Reg. #474,540	CHILE	December 18, 1996
INCITE & Design	Reg. #474,541	CHILE	December 18, 1996
INCITE & Design	Reg. #95558174	FRANCE	October 16, 1995
INCITE & Design	Reg. #395 50 888	GERMANY	September 4, 1996
INCITE & Design	Reg. #528,524	MEXICO	August 26, 1996
INCITE & Design	Reg. #538,808	MEXICO	December 16, 1996
INCITE & Design	Reg. #2,134,759	UNITED STATES	February 3, 1998
CONVERSATIONAL MEDIA	REG. #2,096,302	UNITED STATES	September 16, 1997
WHERE LANS COME ALIVE	REG. #2,072,242	UNITED STATES	June 17, 1997

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RECORDED: 02/01/1999

TRADEMARK
REEL: 1854 FRAME: 0097