

04-23-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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4.17.99



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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/23/1999 JSHBAZZ 00000160 2102292

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40.00 DP

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

TRADEMARK
REEL: 1887 FRAME: 0421

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2102292"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Patricia L. Cotton

Name of Person Signing

Patricia L Cotton

Signature

4-16-99

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is entered into on February 26, 1999, between TRAVELING SOFTWARE, INC. ("Traveling"), a Washington corporation located at 18702 North Creek Parkway Bothell, WA 98011, and ACTIVETOUCH, INC., ("Buyer" or "ActiveTouch"), a California corporation located at 5225 Betsy Ross Drive, Santa Clara, CA 95054.

WHEREAS, Traveling uses the service mark and trademark "WEBEX," "GOWEBEX," and "WEBEXNOW," and other service marks and trademarks similar to or incorporating the word "WEBEX," both in the United States and internationally; and

WHEREAS, Traveling is the owner of domestic and foreign intellectual property rights associated with the Mark, including service marks, trademarks, and domain name registrations; and

WHEREAS, ActiveTouch desires to obtain all of Traveling's intellectual property rights to the name WEBEX and any similar names, and Traveling is willing to transfer these rights to Buyer;

NOW, THEREFORE, for and in consideration of the mutual representations, promises and terms contained herein, the parties agree as follows:

ARTICLE 1 DEFINITIONS

The following capitalized terms have the meaning provided below:

(a) The "Mark" shall mean the mark "WEBEX" or any mark similar to or incorporating the word "WEBEX," including, but not limited to WEBEX, GOWEBEX and WEBEXNOW (and all goodwill associated therewith).

(b) The "Domain Names" shall mean any and all domain names incorporating the Mark, including, but not limited to GOWEBEX.COM and WEBEXNOW.COM.

(c) "Intellectual Property" shall mean all intellectual property, proprietary, or similar rights, held by Traveling, associated with the Mark, including any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States, international and foreign trademarks, service marks, trade names, logos (and all goodwill associated therewith) and all registrations and applications therefor, and all other rights, including common law, corresponding thereto throughout the world, (ii) all United States, international and foreign domain name registrations; (iii) all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) any similar or equivalent rights to any of the foregoing anywhere in the world. Exhibit A attached hereto includes a complete and accurate

list of all registrations, applications, filings and other formal actions made or taken pursuant to federal, state, local and foreign laws by Traveling to perfect or protect its interest in the Intellectual Property Rights, including, without limitation, all service marks, trademarks, service mark or trademark applications, copyright registrations, and domain names.

ARTICLE 2 TRANSFER AND ASSIGNMENT

Section 2.1 Transfer and Assignment. Subject to the terms and conditions of this Agreement, Traveling grants, sell, transfers, delivers and assigns to the ActiveTouch all right, title and interest of Traveling in and to the following (collectively, the "Assigned Assets"):

2.1.1 All rights associated with the Mark, all Domain Names, and all Intellectual Property rights;

2.1.2 originals or copies of all evidence, documentary or otherwise, of the date of first use of the Mark in any jurisdictions where use has occurred; and

2.1.3 all permits, licenses, registrations, filings, authorization, approvals or indicia of authority (and any pending applications for any thereof) issued by any governmental agency, authority or other instrumentality of the United States or any state or any foreign country or political subdivision thereof relating to the Mark.

Section 2.2 Traveling Will Cease All Use of the Mark. Traveling will cease all use of the Mark and Traveling agrees not to engage in any activities which would cause confusion with the ActiveTouch's use of the Mark or Domain Names, including but not limited to, using, applying for or registering a similar mark or domain name or referencing the Mark or Domain Names in any way, including in meta tags or hyperlinks, except that Traveling is licensed to phase out the Mark by selling the Traveling Software WebEx product using its current standard of quality for same, as set forth in sections 2.2.1 and 2.2.2 below;

2.2.1 Traveling is authorized to use the Mark in conjunction with the OEM contract identified as TSOC#96-0183, effective January 1, 1996, and amended effective September 1, 1996 with Digital Equipment Corporation (DEC), where DEC has rights to distribute Traveling Software WebEx product until January 1, 2000, so long as DEC has no rights to use and does not use the Mark except as provided in their contract ;

2.2.2 Traveling is authorized to use the Mark in conjunction with the OEM contract with Fujitsu PC Corporation (FPC) effective October 1, 1996 and amended effective September 1, 1997 where FPC has the right to distribute the Traveling Software WebEx product until September 1, 1999, so long as FPC has no rights to use and does not use the Mark except as provided in their contract. Traveling Software will not renew the WebEx portion of these contracts

**ARTICLE 3
DELIVERY OF INTELLECTUAL PROPERTY**

Section 3.1 Documents. As soon as practicable, Traveling shall deliver to ActiveTouch originals or, if unavailable, copies of the trademark applications and registrations relating to the Mark, including all documentation relating thereto and shall provide ActiveTouch with explanations of such documentation including descriptions and documentation of Traveling's use of the Mark in the United States and internationally.

**ARTICLE 4
TRANSFER OF INTELLECTUAL PROPERTY REGISTRATIONS**

Section 4.1 General.

4.1.1 Company's Control. ActiveTouch shall have the exclusive right to control, including the right to designate counsel to be used for the preparation, filing, prosecution, issuance, maintenance, and the like of any and all applications relating to the Mark, Domain Names, or Intellectual Property worldwide, including conducting any responses, oppositions, cancellations, extensions, infringement actions and similar proceedings relating thereto, whether or not such applications have been prepared or filed prior to the Effective Date.

4.1.2 Cooperation. Traveling shall provide all reasonable cooperation to ActiveTouch and ActiveTouch's counsel in connection with the preparation, filing, prosecution, issuance, maintenance, and the like of any and all applications relating to the Mark, Domain Names, or Intellectual Property worldwide, including, but not limited to executing documents necessary to accomplish the transfer set forth in section 2.1 of this Agreement.

Section 4.2 Domain Names.

4.2.1 Traveling agrees to immediately apply to InterNIC to transfer ownership and management of all Domain Names, including, but not limited to, GOWEBEX.COM and WEBEXNOW.COM, to Buyer pursuant to the current procedures prescribed by InterNIC/Network Solutions, Inc. Specifically, Traveling shall instruct InterNIC/Network Solutions to change the administrative contact, billing contact and technical contact for the Domain Names as directed by ActiveTouch.

4.2.2 Traveling shall provide, execute or send such other information, electronic mail messages or other documents, as may be necessary to accomplish the transfer of the

domain name upon Buyer's reasonable request, and Buyer may take control of the Domain Names immediately upon transfer by InterNIC/Network Solutions.

4.2.3 Except as a reference to "WebEx" identical to or substantially the same as in Exhibit B attached hereto, Traveling will remove all references to the Mark from its websites, including but not limited to photographs, images, and text references to the Mark. Traveling will create a web page with a notice advising that the Mark is no longer developed or distributed by Traveling Software, Inc. and that the Domain Names are now a service provided by ActiveTouch.com. and will cause this notice to be a result of a "WebEx" search of the Traveling site for a period of (12) twelve months from the date of this agreement.

ARTICLE 5 CONSIDERATION

Section 5.1 General. All payments by ActiveTouch to Assignor shall be in U.S. dollars and shall be paid by check, except as provided in Section 5.3.4 below.

Section 5.2 Escrow. Upon receipt of this Agreement, signed by Traveling, ActiveTouch shall issue a check in the amount of the Initial Payment made payable to Traveling Software, and shall deposit the said check with Pillsbury Madison & Sutro LLP ("Pillsbury") payable to Traveling. Pillsbury will hold the check and shall notify Traveling of its receipt via facsimile at (425) 487-1284. Upon confirmation that all of the conditions set forth in section 5.3 below have been met, Pillsbury will send the check via overnight courier to the following address:

Traveling Software
18702 North Creek Parkway
Bothell, WA, USA 98011

Section 5.3 Initial Payment. ActiveTouch agrees to pay Traveling one lump sum payment of One Hundred Thousand United States Dollars (US \$100,000) ("Initial Payment") upon the receipt of:

- 5.3.1 confirmation that all of the conditions in Article 4 above have been met;
- 5.3.2 confirmation that InterNIC/Network Solutions has correctly changed the registrant, administrative contact, billing contact and technical contact for the Domain Names by the presentation of a printout of a WHOIS query.

Section 5.4 Final Payment. ActiveTouch shall pay Traveling one lump sum payment of Twenty-Five Thousand United States Dollars (US \$25,000) ("Final Payment") ninety days after the date the date the Initial Payment is made. A check for this amount shall be sent by overnight courier to the Traveling at the address in section 5.2 above.

Section 5.5 Refund. The parties agree that if the conditions set forth in Sections 2.1, 5.3.1 and 5.3.2 can not be met due to an incurable cause or where cure is unreasonably burdensome or costly, including an incurable failure by a governmental authority, ActiveTouch may rescind the Agreement.

ARTICLE 6 ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS

Section 6.1 Notification. Traveling shall promptly notify ActiveTouch in writing if it becomes aware of any third-party activity which reasonably appears to infringe any Intellectual Property rights of ActiveTouch.

Section 6.2 Company's Right of Enforcement. ActiveTouch shall have in perpetuity the sole and exclusive right (but not the obligation) to bring an action, using attorneys of its own selection, against any third party that appears to infringe the Mark or the Intellectual Property. Traveling shall consent to being joined in any such action as reasonably necessary or requested by ActiveTouch, ActiveTouch shall have sole control of all aspects of any such action, including its settlement, and Traveling shall cooperate with ActiveTouch in the prosecution thereof. With regard to any recovery from an accused infringer, whether by way of a judgment for damages or settlement or otherwise, ActiveTouch shall have the right to retain the entirety of such recovery

Section 6.3 Defense of Declaratory Judgment Action. In the event that a third party initiates an action against the ActiveTouch and/or Traveling seeking a declaratory judgment that one or more of the Intellectual Property rights are not infringed and/or not valid, ActiveTouch shall respond to such action as it deems appropriate in its sole discretion, including the election to cross-complain against such third party for infringement, pursuant to Section 6. If ActiveTouch elects not to defend against such action, or cross-complain, Traveling may elect to so defend and cross-complain or to retain its own attorney, at its own expense.

ARTICLE 7 INDEMNITY

Section 7.1 Indemnity. Traveling agrees to indemnify and hold harmless ActiveTouch from and against any and all losses, liabilities, damages, claims, demands, costs, obligations, deficiencies and expenses (including interest, court costs, expert witness fees and attorneys' fees) arising from or in connection with any breach by Traveling of any of its representations or warranties in this Agreement and Traveling agrees to the same indemnity if it is not the lawful owner of all right, title and interest in and to the Mark, Domain Names, or if Intellectual Property transferred and assigned under this Agreement, is not free and clear of all liens, security interests, charges, encumbrances, equities and other adverse claims or if Traveling does not have the right to use all Assigned Assets without payment to a third party.

Section 7.2 Limitation of Liability. Traveling's entire liability is limited to the amounts received under this agreement.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES OF TRAVELING

Section 8.1 Traveling's Warranties. Traveling hereby represents and warrants to ActiveTouch that:

(a) when executed and delivered, this Agreement will become valid and binding on Traveling, and enforceable against Traveling in accordance with its terms;

(b) To the best of Traveling's knowledge, it is the lawful owner of all right, title and interest in and to the Mark, Domain Names, and Intellectual Property transferred and assigned under this Agreement, free and clear of all liens, security interests, charges, encumbrances, equities and other adverse claims and Traveling has the right to use without payment to a third party all such Assigned Assets;

(c) Traveling is not a party to any agreement that would prohibit it from entering into this Agreement and fully performing his obligations hereunder;

(d) Traveling has not previously granted, and will not grant, any rights in conflict with the rights and licenses granted to ActiveTouch herein; and

(e) All fees to maintain Traveling's rights in the Mark, Domain Name, and Intellectual Property, including, without limitation, trademark and domain name registration and prosecution fees and all professional fees in connection therewith pertaining to the Mark, Domain Name, and Intellectual Property rights due and payable have been paid by Traveling; and

(f) As of the Effective Date, Traveling has received no notice, written or otherwise, that use of the Mark, Domain Name, or Intellectual Property infringes any rights of a third party and that there is no pending or, to the best of Traveling's knowledge, threatened claim or litigation contesting the ownership or right to use, sell, license or dispose of any of the Mark, Domain Name, and Intellectual Property rights;

(g) As of the Effective Date, Traveling has no knowledge of any infringement claim made against it regarding the Mark, Domain Name, and Intellectual Property.

(h) As of the Effective Date, Traveling has not filed any lawsuit or claim in any court or any other forum regarding the Mark, Domain Name, and Intellectual Property.

(i) Traveling is represented by counsel and enters into this Agreement freely and voluntarily upon the advice of counsel.

ARTICLE 9
RELEASE AND COVENANT NOT TO SUE

Section 9.1 Traveling's Release. Traveling hereby releases and forever discharges ActiveTouch, its past and present directors, managers, officers, shareholders, agents, employees, attorneys, predecessors, successors, and assigns and any affiliated corporations or entities, from any and all claims, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, that Traveling has had in the past, or now has, against ActiveTouch, arising directly or indirectly out of, or related in any way to ActiveTouch 's use of the Marks, Domain Names, or Intellectual Property.

Section 9.2 Waiver. With respect to the above release, Traveling expressly waives all rights under California Civil Code section 1542, which provides that:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

ARTICLE 10 CONFIDENTIALITY AGREEMENT

Section 10.1 Confidentiality of Agreement. Each party agrees that the terms and conditions of this Agreement shall be treated as Confidential Information and that no reference to the terms and conditions of this Agreement or to activities pertaining thereto can be made in any form of public or commercial advertising without the prior written consent of the other party; provided, however, that each party may disclose the terms and conditions of this Agreement:

- (a) as required by any court or other governmental body;
- (b) as otherwise required by law;
- (c) to legal counsel of the parties;
- (d) in connection with the requirements of an Initial Public Offering or securities filing;
- (e) in confidence, to accountants, banks and financing sources and their advisors;
- (f) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement;
- (g) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like; or
- (h) in confidence, in connection with any sublicensing activities permitted by this Agreement.

Section 10.5 Remedies. Unauthorized use by a party of the other party's Confidential Information will diminish the value of such information. Therefore, if a party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages.

ARTICLE 11 GENERAL

Section 11.1 Further Assurances. Each party shall execute and deliver all further instruments and documents, and will take all further action that may be necessary or desirable as reasonably requested by a party hereto to effectuate the parties' intent hereunder.

Section 11.2 Equitable Remedies. It is understood and agreed that breach of this Agreement will cause irreparable damage for which recovery of money damages would be inadequate, and that any party may be notified to seek timely injunctive relief, without obligation to post a bond, to protect such party's right in addition to any and all remedies available at law.

Section 11.3 Severability and Heading. If any provision, or any portions thereof, of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope of extent of such section, or any way affect this Agreement.

Section 11.4 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed effective when mailed by registered or certified mail, postage prepaid, or transmitted by confirmed facsimile to the appropriate address as first set forth above. Either party may change its notice address by written notice to the other.

Section 11.5 Non-Waiver. No term or provisions hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

Section 11.6 Assignment. This Agreement shall inure to the benefit of and be binding upon each party's successors and assigns.

Section 11.7 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, excluding its conflicts of law principles. Any suit hereunder

may be brought in the federal or state courts in Santa Clara County, California and all parties submit to the jurisdiction thereof.

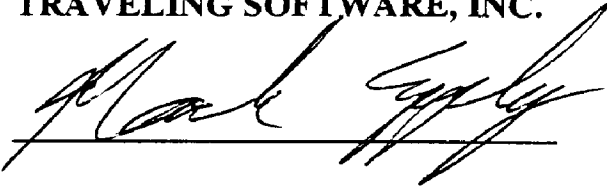
Section 11.8 Entire Agreement: Amendment. This Agreement constitutes the final, complete and exclusive entire agreement between the parties with respect to the subject matter hereof and supersedes any previous proposals, negotiations, agreements, arrangements, or warranties, whether verbal or written, made between the parties with respect to such subject matter. This Agreement may only be amended or modified by mutual agreement or authorized representatives of the parties in writing.

Section 11.9 Counterparts. This Agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement.

Section 11.10 Acceptance of Facsimile Signatures. This Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. The facsimile signature will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in duplicate by duly authorized officers or representatives as of the date first above written.

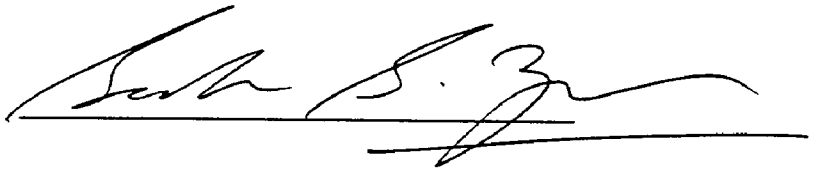
TRAVELING SOFTWARE, INC.



By Mark Eppley

Its CEO _____

ACTIVETOUCH, INC.



By Subrah S. Iyar

Its Chairman & CEO _____



EXHIBIT A

Intellectual Property

Trademark Registrations

1. "WEBEX" – United States Trademark Registration, Classes 9 and 42.
2. "WEBEX" – European Community Trademark Registration,
3. "WEBEX" – Canada Registration,

Domain Names

4. "GOWEBEX.COM" – InterNIC domain name registration
5. "WEBEXNOW.COM" – InterNIC domain name registration

EXHIBIT B**8 documents found matching your query webex. 1 - 8 displayed.**

1. LapLink and WebEx Connect from 14,000 Feet by Ken Hammond, Traveling Software After descending from the top of Mt. Rainier with four other climbers Aug. 2 in near white-out conditions, Mark Eppley, CEO and chairman of Traveling Software, said LapLink for Windows 95 and WebEx
2. The Climb The Journey's Over... ..but you can still read about "Team SPAM" and their search for the "Old Man of the Crater" underneath the crater ice of the Mt. Rainier Volcano The Intro
3. The Equipment Above is a photo of Mark's gear just before we packed it up and shipped it to Colorado. Following is an explanation of all the gear that Mark and the team toted along with them on their journey... LapLink for Windows 95 version 7.5 WebEx 1.01 Instant Offline Web
4. The Equipment To accomplish the task of keeping the Outside Online site current, we are using state-of-the-art hardware and software to communicate from Mount Rainier back to the home offices in Bothell and Bellevue (both cities in Washington State).
5. Team Spam Daily Journal - August 1, 1996 Aug. 2 , Aug. 1 , July 31 , July 30 , July 29 SUCCESS! The team, after 3 grueling days of climbing, reached the summit of Mt. Rainier (14,400 ft) last night around 6:30 pm! This morning they will begin exploring the steam caves in
6. Team Spam Daily Journal - July 31, 1996 Aug. 2 , Aug. 1 , July 31 , July 30 , July 29 The "Breakfast Report" Narrative by Mark Eppley July 30, 1996 - 8:34 p.m. Day 3 on the Mountain In fact this morning started out the same as our other mornings, although we had the
7. Team Spam Daily Journal - July 30, 1996 Aug. 2 , Aug. 1 , July 31 , July 30 , July 29 Hear a portion of Mark's Narrative: Real Audio File (40k) or WAV Format (872k) The "Breakfast Report" Items Mark has Lost on the Mountain Narrative by Mark Eppley July 29,
8. Team Spam Daily Journal - July 30, 1996 A picture from the tent last night as we are attempting to transmit text and photos from lower down the mountain by the bottom of the Inter Glacier. That was also our first night's base camp and from there we went out and explored the mine, which

