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FORM PTO-1584

RECORDATION FORM COVER SHEET

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TRADEMARKS ONLY

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

1. Name of conveying party(ies):

POPPE TYSON, INC.

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other:

- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

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

Name: DOUBLECLICK INCORPORATED
Address: 41 Madison Avenue, 32nd Floor
New York, New York 10010

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - 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(s) attached: Yes No

3. Nature of conveyance:

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

Effective Date: January 26, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,918,985

Additional Numbers attached? Yes No

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

Name: James E. Rosini, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved:
1

7. Total fee (37 C.F.R. 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-0600

07/26/1999 DMSUYEN 00000389 110600 1918985

DO NOT USE THIS SPACE

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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.

Jean E. Pelkowski
Name of Person Signing

Jean E. Pelkowski
Signature

7/20/99
Date

Total number of pages comprising cover sheet:

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 DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and entered into as of this 26th day of January, 1996, by and between Poppe Tyson, Inc., a Delaware corporation ("Assignor") and DoubleClick Incorporated, a Delaware corporation ("Assignee"), with reference to the following:

Concurrently herewith, Assignor, Assignee, Interactive Advertising Network, Inc., a Georgia corporation ("IAn"), and certain other parties have entered into that certain Common Stock Transfer Agreement (the "Stock Transfer Agreement") relating to, *inter alia*, the transfer of the assets of the DoubleClick division of Assignor (the "Division") to Assignee.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, free and clear of all liens or other encumbrances, and Assignee does hereby accept from Assignor, all of the right, title and interest in and to all the assets of the Division of Assignor, as of the date hereof, including, without limitation, the tangible assets listed in Schedule A hereto, and the trademarks, equipment leases and other intangible property listed on Schedule B hereto, excluding, however, any accounts receivable and similar rights, plus income for services rendered by the DoubleClick division after the date hereof with respect to accounts receivable of the Division existing as of the date hereof.

TO HAVE AND TO HOLD all such interests and assets hereby assigned, transferred and conveyed unto Assignee, its successors and assigns, to its and their own use and behalf forever.

2. **Further Assurances.** Assignor shall, at any time and from time to time after the date hereof, upon the request of Assignee, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further actions, as shall be necessary or desirable to give effect to the transactions hereby consummated and to collect and reduce to the possession of Assignee any and all of the assets to be conveyed hereby. Without limiting the generality of the foregoing, Assignor hereby appoints Assignee, and

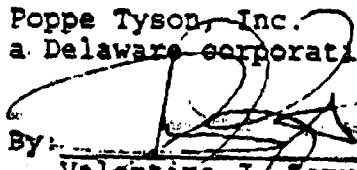
its successors and assigns, the true and lawful attorney of such Assignor, in the name of Assignee or in the name of such Assignor but for the benefit and at the expense of Assignee, to demand and receive any and all interests and assets hereby transferred; to give releases and acquittances for or in respect of the same or any part thereof; to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at law, in equity or otherwise, which Assignee, or its successors and assigns, may deem necessary or advisable to collect, assert or enforce any claim, right, title, debt or account hereby assigned; and to defend and compromise any and all actions, suits or proceedings in respect of any of the interests and assets hereby assigned that Assignee, or its successors or assigns, shall deem necessary or advisable. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

3. Successors and Assigns. This Agreement and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

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

"Assignor"

Poppe Tyson, Inc.
a Delaware corporation

By: 
Valentine J. Zammit
Executive Vice President

"Assignee"

DoubleClick Incorporated,
a Delaware corporation

By: 
Kevin O'Connor
Chief Executive Officer

SCHEDULE A

Tangible Assets of Poppe Tyson, Inc.'s DoubleClick Division

NONE

SCHEDULE B

DOUBLECLICK DIVISION INTANGIBLE ASSETS

Trademarks

Status

DOUBLECLICK

Registered 9/12/95
Reg. No. 1,918,985

DBLCLICK

In process of applying
for federal TM
registration

WCLK

In process of applying
for federal TM
registration

DBM GROUP

In process of applying
for federal TM
registration

Equipment

Financing

Current User

Toshiba Laptop T400CS

Leased

Robert Kadar

Toshiba Laptop T400CS

Leased

Jeff Dickey

Toshiba Laptop T400CS

Leased

Dave Nadel