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FORM PTO-1618A
Expires 06/30/99

10-1-99

10-08-1999

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



101164434

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10-01-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #61

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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

10/08/1999 DNGUYEN 00000109 501033 75355541

01 FC:481 40.00 CH
02 FD:482 25.00 CH

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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: 001971 FRAME: 0819

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)

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.

Elaine M. Laflamme

Elaine M. Laflamme

10/1/99

Name of Person Signing

Signature

Date Signed

EJ776444034US
TRADEMARK

REEL: 001971 FRAME: 0820

EXHIBIT E
TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is executed and delivered as of the 15th day of July, 1999, by and between *Small World Sports, Inc.*, a New York corporation ("Assignee"), and *IXL Enterprises, Inc.*, a Delaware corporation ("Assignor").

WHEREAS, Assignor, directly or indirectly, has adopted or through its or its subsidiaries' predecessors has adopted the trademarks listed in the attached schedule ("Schedule A") (the "Trademarks") and is the owner of the pending applications and registrations listed in Schedule A (the "Applications and Registrations"); and

WHEREAS, Assignee desires to acquire the Trademarks and the Applications and Registrations.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and permitted assigns, absolutely and forever, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks and the Applications and Registrations, together with the goodwill thereof.

At any time and from time to time hereafter, the Assignor shall forthwith upon the Assignee's written requests and at Assignee's expense take any and all steps and execute, acknowledge and deliver to the Assignee any and all further instruments and assurances necessary or expedient in order to vest the Trademarks and the Applications and Registrations more effectively in the Assignee.

The Assignor hereby constitutes and appoints the Assignee its true and lawful attorney-in-fact, with full power of substitution in the Assignor's name and stead but for the Assignee's benefit to take any and all steps (including proceeding at law, in equity or otherwise at Assignee's cost and expense), and to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid trademarks, trademark interests and causes of action more effectively in the Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto (at Assignee's cost and expense). The Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

IXL ENTERPRISES, INC.

By: Barry J. Sikes

Name: Barry J. Sikes

Title: Chief Operating Officer

Accepted:

SMALL WORLD SPORTS, INC.

By: _____

Name:

Title:

EXHIBIT B
TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is executed and delivered as of the 15th day of July, 1999, by and between *Small World Sports, Inc.*, a New York corporation ("Assignee"), and *IXL Enterprises, Inc.*, a Delaware corporation ("Assignor").

WHEREAS, Assignor, directly or indirectly, has adopted or through its or its subsidiaries' predecessors has adopted the trademarks listed in the attached schedule ("Schedule A") (the "Trademarks") and is the owner of the pending applications and registrations listed in Schedule A (the "Applications and Registrations"); and

WHEREAS, Assignee desires to acquire the Trademarks and the Applications and Registrations.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and permitted assigns, absolutely and forever, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks and the Applications and Registrations, together with the goodwill thereof.

At any time and from time to time hereafter, the Assignor shall forthwith upon the Assignee's written requests and at Assignee's expense take any and all steps and execute, acknowledge and deliver to the Assignee any and all further instruments and assurances necessary or expedient in order to vest the Trademarks and the Applications and Registrations more effectively in the Assignee.

The Assignor hereby constitutes and appoints the Assignee its true and lawful attorney-in-fact, with full power of substitution in the Assignor's name and stead but for the Assignee's benefit to take any and all steps (including proceeding at law, in equity or otherwise at Assignee's cost and expense), and to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid trademarks, trademark interests and causes of action more effectively in the Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto (at Assignee's cost and expense). The Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

IXL ENTERPRISES, INC.

By: _____
Name:
Title:

Accepted:
SMALL WORLD SPORTS, INC.

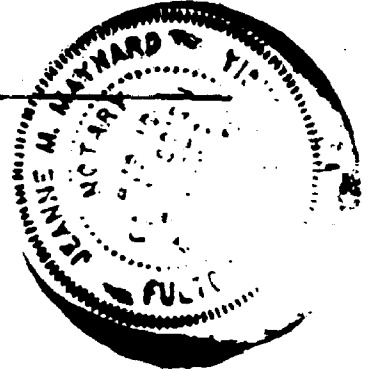
By: Mark Jakobson
Name: Mark Jakobson
Title: CEO

STATE OF GEORGIA)
COUNTY OF Fulton) ss.:

On the 16 day of July 1999, before me personally came Barry T. Sikes to me known, who being by me duly sworn, did depose and say that s/he is Chief Operating Officer of ixL Enterprises, the corporation described in and which executed the foregoing instrument, and that s/he had the authority to sign his/her name thereto on behalf of the corporation.


Notary Public

JEANNE M. MAYNARD
Notary Public, State of Georgia
Qualified in Fulton County
Commission Expires July 13, 2001



SCHEDULE A

iXL Enterprises, Inc.
Trademarks

OWNER	REGISTRATION NUMBER	TRADEMARK	FILING DATE	STATUS	SPECIFICATIONS OF GOODS/SERVICES
U.S. (IXL ENTERPRISES, INC.)	2,014,748	SMALL WORLD SOFTWARE®	8/29/94	DATE OF FIRST USE: 5/12/94; DATE OF FIRST USE IN COMMERCE: 5/12/94 Registration Date: 11/12/96 Renewal Date: 11/12/06 REDACTED	Computer game software, in class 28 (U.S. CLS. 22, 23, 38 and 50)

Schedule A (continued)

iXL Enterprises, Inc.
Trademarks

<p>U.S. (IXL ENTERPRISES, INC.)</p>	<p>75/355,541</p>	<p>SMALL WORLD™</p>	<p>9/12/97</p>	<p>Office Action dated 4/27/98</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">REDACTED</p>	<p>Planning, designing, building and hosting web sites, in class 42</p>
<p>U.S. (IXL Enterprises, Inc.)</p>		<p>SMALL WORLD SPORTS</p>		<p>Common law trademark</p>	<p>Creative web design, e-commerce implementation, internet solutions</p>
<p>U.S. (IXL Enterprises, Inc.)</p>		<p>SMALL WORLD SOFTWARE (LOGO) See Attached</p>		<p>Common law trademark</p>	<p>Creative web design, e-commerce implementation, internet solutions</p>
<p>U.S. (IXL Enterprises, Inc.)</p>		<p>SMALLWORLD.COM</p>		<p>Common law trademark</p>	<p>Domain Name</p>

SMALL WORLD SOFTWARE

(LOGO)



small world software, inc.

Shrink the World, Expand Your Mind

Certificate of Mailing

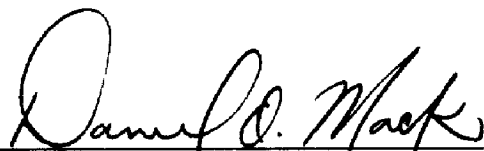
Express Mail Mailing
Label No. EJ776444034US

Date of Deposit: October 1, 1999

I hereby certify that this letter or fee is being deposited on the date indicated above with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 and the determination of the Assistant Commissioner for Trademarks and is addressed to Assistant Commissioner For Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Daniel O. Mack

(Name of person mailing document)



(Signature of person mailing document)