



To the Honorable Commissioner of Patents and Trademarks

101260514

nts or copy thereof.

1. Name of conveying party(ies):

WORLDGATE COMMUNICATIONS, INC.
3190 Tremont Avenue
Trevose, Pennsylvania 19053

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- Other

Additional name(s) of conveying party(ies) attached? 1 Yes 2 No

3. Nature of conveyance:

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

Execution Date: 5/28/1999

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

Name: WorldGate Service, Inc.

Internal Address: Attn: Randall J. Gort

Street Address: 3190 Tremont Avenue

City: Trevose State: PA ZIP: 19053

- 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: 5 Yes 6 No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? 7 Yes 8 No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,202,637

Additional numbers attached? Yes No

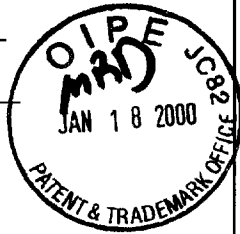
5. Name and address of party to whom correspondence concerning document should be mailed:

Name: WorldGate Communications, Inc.

Internal Address: Attn: Randall J. Gort

Street Address: 3190 Tremont Avenue

City: Trevose State: PA ZIP: 19053



6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Randall J. Gort

Name of Person Signing

Signature

1/11/00

Date

02/04/2000 DNGUYEN 00000188 2202637

Total number of pages comprising cover sheet: 7

CONTRIBUTION AGREEMENT

28th This **CONTRIBUTION AGREEMENT** (this "Agreement") is made as of the 28th day of May, 1999 by and between **WORLDGATE COMMUNICATIONS, INC.**, a Delaware corporation ("**Assignor**"), and **WORLDGATE SERVICE, INC.**, a Delaware corporation ("**Assignee**").

Background

- A. Assignee is a wholly-owned subsidiary of Assignor.
- B. Assignor has been engaged in the business (the "Business") of providing television-based internet services.
- C. For purposes of optimizing the Business Assignor desires to contribute, assign and transfer certain of its assets and liabilities to Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Contribution of Assets. Subject to the terms and conditions hereof and excluding only the Excluded Assets (as defined in Section 2 hereof), Assignor hereby irrevocably contributes, assigns and transfers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under, all of the properties, assets, good will, rights and claims of every kind and nature, tangible or intangible, known or unknown, actual or contingent wherever located and whether or not carried or reflected on the books or records of Assignor which are owned or held by Assignor and used or usable in the Business (the "**Contributed Assets**"), which Contributed Assets shall include, by example and without limitation by reason of specification:

- (a) all inventory, supplies, machinery, molds, vehicles, furniture, equipment and other personal property;
- (b) all inventions and intellectual property, whether or not patented, know-how, domestic and foreign letters patents, patent applications, patent licenses, software licenses and know-how licenses, trade secrets (including but not limited to all results of research and development), trade names, trademarks, service-marks, copyrights, trademark registrations and applications, service mark registrations and applications, copyright registrations and applications and rights-to-use;

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(c) all purchase orders, sales agreements, equipment leases, distribution agreements, licensing agreements and other contracts, agreements and commitments of Assignor, subject in each case to the terms of such contracts;

(d) copies of all books and records relating to the business and the Contributed Assets of the Assignor (including such books and records as are contained in computerized storage media), including all inventory, purchasing, accounting, sales, export, import, manufacturing, marketing, banking and shipping records and all files, customer and supplier lists, records, literature and correspondence, and marketing materials;

(e) all customer lists and goodwill associated with the Business and its operations;

(f) all leasehold and other interests in real property, in each case together with all improvements, fixtures and all other appurtenances thereto;

(g) all deposits, prepaid rents and insurance, prepaid value added taxes and other prepaid expenses;

(h) any other tangible or intangible assets which are used in the Business, including, without limitation, causes of actions and legal rights and assets which have been written off for accounting purposes but which are still used by or of value to Assignor other than the Excluded Assets.

Section 2. Excluded Assets. Notwithstanding any other provision hereof, Assignor shall not contribute, assign or transfer to Assignee, and the Assets shall not include, any of the following assets of Assignor (the "**Excluded Assets**"):

(a) cash and all cash equivalents; and

(b) all of the shares of common stock of WorldGate Finance, Inc. and of Assignee

Section 3. Assignment of Purchased Assets; Consents. To the extent that any lease, contract, agreement or commitment is not assignable, the Assignor shall use reasonable efforts, and Assignee shall cooperate with the Assignor, to obtain all approvals, consents or waivers necessary to contribute, assign and transfer to Assignee the Contributed Assets, to the extent the same are assignable, as soon as practicable; provided, however, Assignor shall not be obligated to pay any consideration therefor to the third party from whom such approval, consent or waiver is requested.

To the extent that consents to the assignment of any lease, contract, agreement or commitment cannot be obtained, Assignor's only obligations with respect thereto shall be to use reasonable efforts during the remaining term of such lease, contract, agreement or commitment to (i) use all reasonable efforts to provide Assignee with the full benefit of such lease, contract, agreement or commitment, (ii) cooperate in any lawful arrangement designed to provide such benefits to Assignee, and (iii) enforce at the request of Assignee any rights of Assignor arising

from such contract (including, without limitation, the right to elect to terminate any such lease, contract, agreement or commitment in accordance with the terms thereof upon the request of Assignee).

Section 4. Certain Liabilities. Assignor hereby transfers and assigns to Assignee and Assignee hereby accepts from Assignor and assumes, and agrees to pay, discharge and perform as they become due and are required to be performed, all liabilities and obligations of Assignor associated with the Business, except for any liability or obligation listed on Schedule 1 which, if any, shall remain solely the liabilities of Assignor.

Section 5. Assumption. Assignee does hereby assume and agree to discharge and perform all liabilities and obligations associated with holding the Contributed Assets.


Section 6. Successors and Assigns. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

Section 7. Counterparts. This document may be executed in any number of counterparts, all of which taken together shall constitute one and the same document.

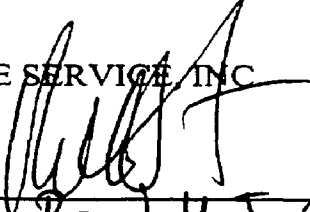
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement.
all as of the date first above written.

WORLDGATE COMMUNICATIONS, INC.

By: 
Name: Randall J Gort
Title: V.P., General Counsel

WORLDGATE SERVICE, INC.

By: 
Name: Randall J Gort
Title: V.P. Corporate Affairs

WorldGate Communications Servicemark Status as of 10/13/99

Country	Trade/Service mark	Date Filed	Application # in Pertinent Country	Date of Publication/ Allowance	Date of Notice of Allowance	Date of Registration	Registration #
United States	WorldGate	05/05/97	75/285,916	8/18/98		11/10/98	2,202,637
United States	Channel Hyperlinking			Refused; abandoned		N/A	
Argentina	WorldGate	12/22/97	2,122,183	1/4/98			
Argentina	Channel Hyperlinking	12/22/97	2,122,184	1/4/98			
Australia	WorldGate	12/16/97	751178	1/7/99		4/23/99	751178
Australia	Channel Hyperlinking	12/17/97	751176	Refused; withdrawn		N/A	
Benelux Community Trademark	WorldGate	12/12/97	709204	10/5/98	4/29/99	Accepted; fee paid 4/29/99	709204
Benelux Community Trademark	Channel Hyperlinking	12/12/97	709188	Refused; Abandoned 12/29/98		N/A	
Brazil	WorldGate	12/17/97	820 429 660	9/8/98			
Brazil	Channel Hyperlinking	12/17/97	820 429 651				
Canada	WorldGate	12/12/97	864,024	12/16/98	3/1/99	5/26/99	TMA 512,278
Canada	Channel Hyperlinking	12/12/97	864,025	Refused; Withdrawn		N/A	
Chile	WorldGate	03/27/98	409.927	2/1/99			
Chile	Channel Hyperlinking	03/27/98	409.928	7/2/98			
People's Republic of China	WorldGate	1/15/98	9800004897	1/28/99		4/28/99	1269764
People's Republic of China	Channel Hyperlinking	1/15/98	9800004898	Refused; Withdrawn as of 6/9/98			
Hong Kong	WorldGate	1/23/98	98/00858	7/9/99			
Hong Kong	Channel Hyperlinking	1/23/98	98/00859				
Japan	WorldGate	12/16/97	9-185821	7/31/99			
Japan	Channel Hyperlinking	12/22/97	9-187472				
New Zealand	WorldGate	12/24/97	286743	2/26/98		6/18/98	286743
New Zealand	Channel Hyperlinking	12/24/97	286742	9/24/98		1/14/99	286742
Peru	WorldGate	3/9/98	58210	4/6/98		8/11/98	15254
Peru	Channel Hyperlinking	3/9/98	58209	4/6/98		8/11/98	15255
Singapore	WorldGate	12/19/97	1547197				
Singapore	Channel Hyperlinking	12/19/97	1547297				

WorldGate Communications Servicemark Status as of 10/13/99

Country	Trade/Service mark	Date Filed	Application # In Pertinent Country	Date of Publication	Date of Notice of Allowance	Date of Registration	Registration #
Taiwan	WorldGate	12/27/97	86 65232	1/16/99		4/16/99	108794
Taiwan	Channel Hyperlinking	12/27/97	86 65233	Refused; withdrawn as of 12/20/98		N/A	
Thailand	WorldGate	1/19/98	352706	1/16/98			
Thailand	Channel Hyperlinking	1/19/98	352707	Refused; withdrawn as of 9/15/98		N/A	
Venezuela	WorldGate	1/5/98	040-98	9/11/98	2/26/99		
Venezuela	Channel Hyperlinking	1/5/98	038-98	9/11/98			

RECORDED: 01/18/2000

TRADEMARK
REEL: 002017 FRAME: 0244