

03-02-2000



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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)

- Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointing representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

03/02/2000 DC0ATES 00000219 2040048

FOR OFFICE USE ONLY

01 FC:481

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

REEL: 002028 FRAME: 0748

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2040848"/>	<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.

F. Paul Tigh
Name of Person Signing


Signature

January 27, 2000
Date Signed

ASSIGNMENT AGREEMENT

AGREEMENT made this 17th day of November, 1999, by and between Source Media, Inc., a corporation organized under the laws of the State of Delaware ("Source"), having a principal office at 5400 LBJ Freeway, Suite 680, Dallas, Texas 75240, and the subsidiaries of Source, including SMI Holdings, Inc. ("SMI"), IT Network, Inc. ("ITN"), Interactive Channel, Inc. ("ICI"), Interactive Channel Technologies Inc. ("ICTI"), Cablesare (U.S.) Limited ("Cablesare"), Cable Share International Inc. ("CSI"), Cablesare B.V. ("CBV" and with SMI, ITN, ICI, Cablesare and CSI, collectively, the "Domestic Subsidiaries"), 997758 Ontario Inc. ("997758") and 1229501 Ontario Inc. ("1229501" and with ICTI and 997758, collectively, the "Canada Subsidiaries"), and SourceSuite LLC, a limited liability company organized under the laws of the State of Delaware ("SourceSuite"), and SourceSuite Canada Inc., a company organized under the laws of Canada ("SourceSuite Canada"). The address of the registered office of Source Suite is 5400 LBJ Freeway, Suite 680, Dallas, Texas 75240. ICTI, having its registered office at 150 Dufferin Avenue, Suite 906, London, Ontario N6A 5N6, is the agent for service of SourceSuite in Canada.

WHEREAS, Source and its Domestic Subsidiaries and Canada Subsidiaries (collectively, the "Subsidiaries") are the owners of all right, title and interest in and to the trademarks, trade names and service marks identified in **Schedule A**, attached hereto (collectively "the Marks");

WHEREAS, as of the 29th day of July, 1999, Source and Insight Interactive, LLC ("Insight") made and entered into a Contribution Agreement (the "Contribution Agreement"), and contemporaneously therewith, Source and Insight also entered into a Common Stock and Warrants Purchase Agreement (the "Purchase Agreement"); the transactions contemplated under the Contribution Agreement and the Purchase Agreement were closed of even date herewith and the Contribution Agreement required Source, among other things, to deliver this Assignment Agreement in favor of SourceSuite and SourceSuite Canada;

WHEREAS, SourceSuite wishes to obtain an assignment of the Marks from Source and the Domestic Subsidiaries;

WHEREAS, SourceSuite Canada wishes to obtain an assignment of the Marks from the Canada Subsidiaries; and

NOW, THEREFORE, in consideration of the premises and faithful performance of the mutual covenants herein contained, IT IS AGREED:

1. Assignment.

(a) Source and its Domestic Subsidiaries hereby sell, assign and convey to SourceSuite, and the Canada Subsidiaries hereby sell, assign and convey to SourceSuite Canada, all of their respective right, title and interest in and to the Marks, including the respective rights to sue for past infringement, misappropriation or misuse thereof, and all embodiments of and documentation for said Marks.

(b) Source and its Domestic Subsidiaries hereby sell, assign and convey to SourceSuite, and the Canada Subsidiaries hereby sell, assign and convey to SourceSuite Canada, all goodwill symbolized by and associated with the Marks.

2. Consideration.

This Agreement is entered into in consideration of, as part of and in accordance with the Contribution Agreement by and among Insight, Source, SourceSuite and SourceSuite Canada, dated as of July 29, 1999 and the General Assignment, Bill of Sale and Conveyance dated of even date herewith by and among the Canada Subsidiaries and SourceSuite Canada. Each of the parties acknowledge and agree that their respective undertakings under this Agreement are supported by good, valuable and sufficient consideration.

3. Cooperation.

Source and its Subsidiaries agree that they will, at any time, execute and deliver upon request of SourceSuite and/or SourceSuite Canada such additional documents, if any, as are necessary or desirable to secure trademark, trade name and service mark protection throughout the world, and otherwise to do what is necessary to give full effect to and perfect the rights of SourceSuite and/or SourceSuite Canada under this Agreement, including the execution, delivery, registration and procurement of further documents evidencing this Agreement as may be necessary or desirable.

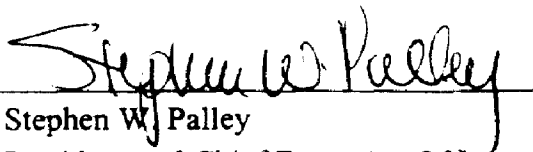
4. Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, excluding the conflict of laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. The parties hereto acknowledge and agree that the state and federal courts sitting in the State of Delaware shall have jurisdiction in any matter arising out of this Agreement, and the parties hereby consent to such jurisdiction and agree that the venue of any such matter shall also be proper in such state and federal courts sitting in the State of Delaware.

5. Entire Agreement.

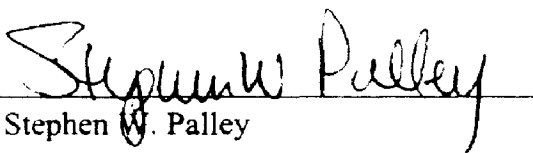
This Agreement contains the entire agreement between Source, the Domestic Subsidiaries, the Canada Subsidiaries, SourceSuite and SourceSuite Canada with respect to the subject matter hereof.

SOURCE MEDIA, INC.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: 
Stephen W. Palley
President and Chief Executive Officer

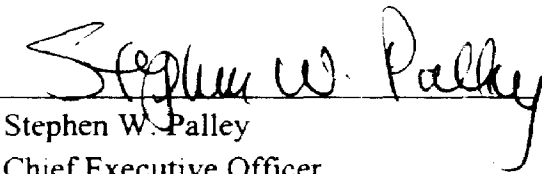
SMI HOLDINGS, INC.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: 
Stephen W. Palley
President and Chief Executive Officer

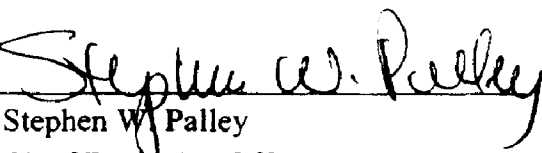
IT NETWORK, INC.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: 
Stephen W. Palley
Chief Executive Officer

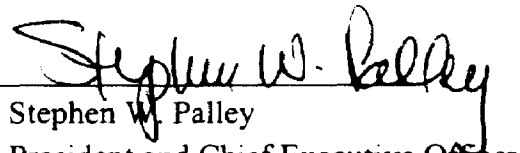
INTERACTIVE CHANNEL, INC.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: 
Stephen W. Palley
Chief Executive Officer

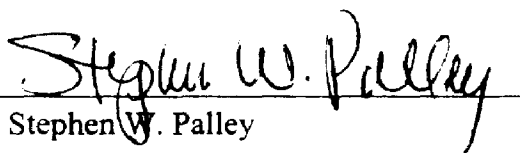
SOURCESUITE LLC
c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: Source Media, Inc., its Manager

By: 
Stephen W. Palley
President and Chief Executive Officer

SOURCESUITE CANADA INC.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: 
Stephen W. Palley
President and Chief Executive Officer

INTERACTIVE CHANNEL TECHNOLOGIES INC.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: Stephen W. Palley
Stephen W. Palley
Chief Executive Officer

CABLESHARE (U.S.) LIMITED

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: Stephen W. Palley
Stephen W. Palley
President and Chief Executive Officer

CABLE SHARE INTERNATIONAL INC.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: Stephen W. Palley
Stephen W. Palley
President and Chief Executive Officer

CABLESHARE B.V.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: _____
Brad Unsworth
Managing Director

INTERACTIVE CHANNEL TECHNOLOGIES INC.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: _____
Stephen W. Palley
Chief Executive Officer

CABLESHARE (U.S.) LIMITED

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: _____
Stephen W. Palley
President and Chief Executive Officer

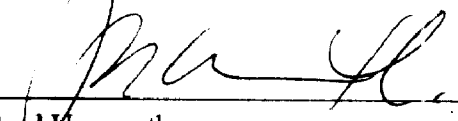
CABLE SHARE INTERNATIONAL INC.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: _____
Stephen W. Palley
President and Chief Executive Officer

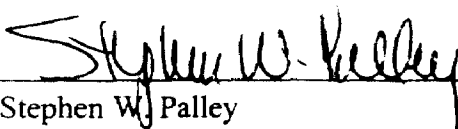
CABLESHARE B.V.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: _____

Brad Unsworth
Managing Director

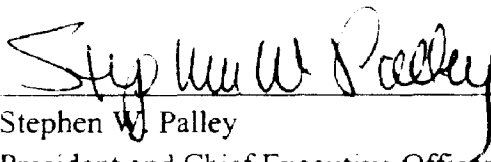
997758 ONTARIO INC.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: 
Stephen W. Palley
President and Chief Executive Officer

1229501 ONTARIO INC.

c/o Source Media, Inc.
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240

By: 
Stephen W. Palley
President and Chief Executive Officer

TRADE MARKS, TRADE NAMES AND SERVICE MARKS

ASSIGNMENT AGREEMENT
Schedule A

LOGO	DATE FILED	SERIAL NO.
Cable Mail SM	3/8/97	75/253965
CHANNELLINK TM	11/27/96	75/205107
CABLE SUPERSITES SM	9/18/97	75/359076
CABLESHARE R	Reg. 12/13/83	Reg. No. 1,261,343
DAILYSOURCE	1/20/99	75/623921
I-DEAL SM	12/18/88	75/608113
Interactive Channel TM Canadian Trademark	5/13/97	844936
I Interactive Channel and Design	Reg. 2/25/97	Reg. No. 2040848
LOCALGUIDE SM	12/18/88	75/608112
LOCAL SOURCE SM [SEE NOTE BELOW]	11/10/88	75/591894
MALLTV SM	12/18/88	75/608110
MYTV	Filed 1-20-99 for SM	75/623923
QUICKSOURCE	Filed 1-20-99 for SM	75/623922
REWARDSOURCE	Filed 1-20-99 for SM	75/623919
SCHOOLZONE	Filed 5/19/1997 for SM	75/294482
SOURCELINK	Filed 12/18/1998 for SM	75/608111
SOURCEGUIDE	Filed 12/18/1998 for SM	75/608115
SOURCENET	Filed 12/18/1998 for SM	75/608109
SOURCEWARE	Filed 10/8/97 for TM	75/370180
THE SUPERSITE NETWORK (Abandoned)	Filed 9/19/97 for TM	75/359667
VIRTUAL LINK (Abandoned)	4/9/88	75/485170
VIRTUAL MODEM TM	2/25/96	75/440392
VIRTUAL MODEM TM	8/21/98	888,098 (Canada)

(NOTE) Local Source: This mark is for the use of Local Source SM for "a directory of regional resources accessed on interactive cable television" including internet addresses. IT Network has a separate Local Source SM mark, registered on October 27, 1998 (No. 2,200,723) for use with a "printed directory of local resources, namely telephone numbers" and internet addresses. Only the LocalSource mark with Serial No. 75/591894 is being transferred.