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original

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

101282974

Washington, D.C. 20231

1. Name of conveying party(ies):

ICAT CORPORATION

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
X Corporation--Delaware
___ Other _____

Additional name(s) of conveying party(ies) attached? ___ Yes x No

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

INTEL WWS LLC
2200 Mission College Boulevard
Santa Clara, CA 95052-8119

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
___ Corporation
X Other Limited Liability Company - Delaware

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) of conveying party(ies) attached? ___ Yes x No

3. Nature of conveyance:

X Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Other _____

Execution Date: January 15, 1999

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

A. Trademark Application No.(s): 75/555,290, 75/493,154, 75/493,152, 75/419,202, 75/114,231

B. Trademark registration No.(s): 2,219,513, 2,213,878, 2,196,860, 2,170,507

Additional numbers attached? ___ Yes x No

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

Bobby A. Ghajar, Esq.
HOWREY SIMON ARNOLD & WHITE, LLP
750 Bering Drive
Houston, Texas 77210-4433

6. Total number of applications and registrations involved:

9

7. Total fee (37 C.F.R. § 3.41):

X Enclosed \$240
___ Authorized to be charged to deposit account
X Charge deposit account in the event the check is inadvertently omitted, or the amount is insufficient

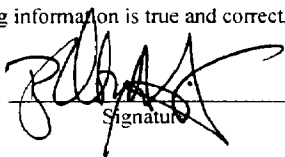
8. Deposit account number: 01-2508

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.

Bobby A. Ghajar, Esq.
Name of Person Signing


Signature

2/22/00
Date

Page 1 of 5

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Honorable Commissioner of Patents and Trademarks:
Box Assignments
Washington, D.C. 20231

Please record the attached original
documents or copy thereof:

1. Name of conveying party(ies):

INTEL WWS LLC

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-
 Other Delaware Limited Liability Company

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

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

INTEL CORPORATION
2200 Mission College Boulevard
Santa Clara, CA 95052-8119

 Individual(s) 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) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 22, 1999

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

A. Trademark Application No.(s): 75/555,290, 75/493,154, 75/493,152, 75/419,202, 75/114,231

B. Trademark registration No.(s): 2,219,513, 2,213,878, 2,196,860, 2,170,507

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Houston, Texas 77210-4433

6. Total number of applications and registrations involved:

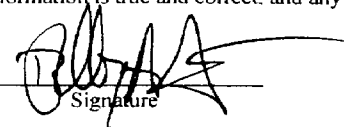
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8. Deposit account number: 01-2508

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.

Bobby A. Ghajar, Esq.  2/22/00
Name of Person Signing Signature Date

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made by ICAT CORPORATION, a Delaware corporation (the "Assignor"), to INTEL WWS LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Intel Corporation, a Delaware corporation, and Intel WWS Corporation, a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of November 25, 1998, as amended by Amendment No. 1 to Asset Purchase Agreement, dated as of January 13, 1999 (the "Asset Purchase Agreement");

WHEREAS, Intel Corporation and Intel WWS Corporation have assigned all of their rights and obligations under the Asset Purchase Agreement to Assignee, of which Intel Corporation is the sole member, and Assignee has accepted such assignment;

WHEREAS, Assignor owns the trademarks, service marks and trade names described in Exhibit A hereto and all trade dress inherent in the products described on Schedule 1.1(a) to the Asset Purchase Agreement (collectively, the "Trademarks");

WHEREAS, Assignor has outstanding the trademark, service mark, trade name and trade dress applications for the Trademarks (collectively, the "Trademark Applications");

WHEREAS, pursuant to Section 1.1(f) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Trademark Applications.

NOW, THEREFORE, in consideration of Assignee's entry into the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and related to the Trademarks and the Trademark Applications, together with the goodwill of the Business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all claims for damages by reason of past infringements of the Trademarks and the Trademark Applications, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors and assigns. At any time and from time to time from and after the date hereof, upon the request of Assignee, Assignor agrees to execute, acknowledge and deliver any and all such further assurances, assignments, transfers, conveyances, powers-of-attorney and other instruments and documents, and to take any other actions deemed necessary or appropriate by Assignee in good faith, to effectuate or document the assignment set forth herein as well as Assignee's rights hereunder to, and ownership of, the Trademarks and the Trademark Applications.

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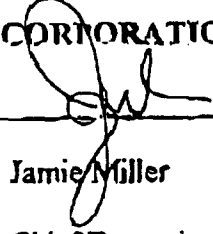
TRADEMARK

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This Trademark Assignment will be binding upon, and shall inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

Dated: January 15, 1999

ICAT CORPORATION

By: 

Name: Jamie Miller

Title: Chief Executive Officer

S8930150.006/-1*

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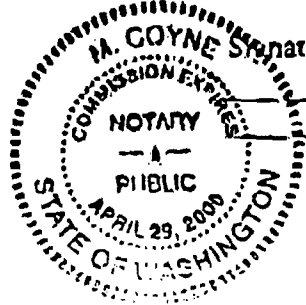
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On January 15, 1999, before me, M. Coyne, personally appeared Janie Miller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that, by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature: M. Coyne
M. Coyne (Seal)
Notary Public



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TRADEMARK

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made by Intel WWS LLC, a Delaware limited liability company (the "Assignor"), to Intel Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee, Intel WWS Corporation, a Delaware corporation and iCat Corporation, a Delaware corporation ("iCat"), entered into that certain Asset Purchase Agreement, dated as of November 25, 1998, as amended by Amendment No. 1 to Asset Purchase Agreement, dated as of January 13, 1999 ("the Agreement");

WHEREAS, pursuant to the Agreement, Assignor received from iCat all the trademarks, service marks and trade names described in Exhibit A hereto and all trade dress inherent in the products described on Schedule 1.1 (a) to the Agreement (collectively, the "Trademarks");

WHEREAS, pursuant to the Agreement, Assignor received from iCat all outstanding trademark, service mark, tradename and trade dress applications for the Trademarks (collectively the "Trademark Applications");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Trademark Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and related to the Trademarks and the Trademark Applications, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all claims for damages by reason of past infringements of the Trademarks and the Trademark Applications, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors and assigns. At any time and from time to time from and after the date hereof, upon the request of Assignee, Assignor agrees to execute, acknowledge and deliver any and all such further assurances, assignment, transfers, conveyances, powers-of-attorney and other instruments and documents, and to take any other actions deemed necessary or appropriate by Assignee in good faith, to effectuate or document the assignment set forth herein as well as Assignee's rights hereunder to, and ownership of, the Trademarks and the Trademark Applications.

This Trademark Assignment will be binding upon, and shall inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

Dated: February 22, 1999

INTEL WWS LLC

By: Intel Corporation, a Delaware corporation, its sole member.

WZ
Jc
By: [Signature]
Name: ARVIND SODHANI
Vice President and Treasurer
Title: _____

EXHIBIT A

**Trademarks Assigned
(in all forms used by Assignor)**

**iCAT
COMMERCE PUBLISHER
COMMERCE PLAYER
ELECTRONIC COMMERCE SUITE
CARBO
COMMERCE EXCHANGE
MAKING E-COMMERCE REAL
KNOW-IT-ALL
LEMONADE STAND
iCat CORPORATION
INTERACTIVE CATALOG CORPORATION
iCat EUROPE, LIMITED
iCat CORPORATION EUROPE, LIMITED**

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TRADEMARK

RECORDED: 02/26/2000

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