	CION FORM COVER SHEET DEMARKS ONLY
Hor. 101296624 J. Box Assignments Washington, D.C. 20231	ks: Please record the attached original FEB 2 2 2 2000
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
INTEL WWS LLC Individual(s)AssociationGeneral PartnershipLimited PartnershipCorporationX_Other_Delaware Limited Liability Company  Additional name(s) of conveying party(ies) attached?Yes	INTEL CORPORATION  2200 Mission College Boulevard  Santa Clara, CA 95052-8119 Individual(s)AssociationGeneral PartnershipLimited Partnership  XCorporation - DelawareOther  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.)
3. Nature of conveyance:  X Assignment Merger Security Agreement Change of Name Other	Additional name(s) of conveying party(ies) attached?Yes _x !
Execution Date: February 22, 1999  4. Application number(s) or registration number(s):  A. Trademark Application No.(s): 75/555,290, 75/493,154  B. Trademark registration No.(s): 2,219,513, 2,213,878, 2	
Additional numb	ers attached? Yes _x_ No
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> <li>Bobby A. Ghajar, Esq.</li> <li>HOWREY SIMON ARNOLD &amp; WHITE, LLP 750 Bering Drive</li> <li>Houston, Texas 77210-4433</li> </ol>	6. Total number of applications and registrations involved:  9  7. Total fee (37 C.F.R. § 3.41): \$240  _X_ Enclosed  _ Authorized to be charged to deposit account  X_ Charge deposit account in the event the check is inadvertently omitted, or the amount is insufficient
DATES 00000042 75555290	8. Deposit account number: 01-2508
40.00 DP DO	) NOT USE THIS SPACE
9. Statement and signature:	nation is true and correct, and any attached copy is a true copy of the  2/22/00  Signature  Date

TRADEMARK REEL: 002038 FRAME: 0391

## 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, trademark 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.

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Title:

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