

04-20-2000



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3.24.00

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

#### 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  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

#### FOR OFFICE USE ONLY

04/20/2000 JJALLAH2 00000038 75167947

01 FC:481  
02 FC:482

40.00 OP  
825.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002055 FRAME: 0329

**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" value="75167947"/>	<input type="text" value="75167814"/>	<input type="text" value="75327766"/>	<input type="text" value="1915614"/>	<input type="text" value="2214357"/>	<input type="text" value="2222694"/>
<input type="text" value="75168211"/>	<input type="text" value="75139353"/>	<input type="text" value="75345134"/>	<input type="text" value="2263578"/>	<input type="text" value="2242580"/>	<input type="text" value="2209873"/>
<input type="text" value="75168213"/>	<input type="text" value="75325213"/>	<input type="text" value="75325300"/>	<input type="text" value="2215371"/>	<input type="text" value="2249337"/>	<input type="text" value="2238507"/>

**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.

Elisa P. Rosen

Name of Person Signing

Signature

3/22/00

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

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

**Conveying Party**

Enter Additional 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**

Enter Additional 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  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

**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" value="75203365"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75528395"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75471351"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75483990"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2263625"/>	<input type="text" value="2274835"/>	<input type="text"/>
<input type="text" value="2242065"/>	<input type="text" value="2287232"/>	<input type="text"/>
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<input type="text" value="2164833"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="2312431"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2269613"/>	<input type="text"/>	<input type="text"/>

CONTRIBUTION AGREEMENT

EFFECTIVE AS OF SEPTEMBER 1, 1999

BY AND BETWEEN

COX INTERACTIVE MEDIA, INC.

AND

CIMCITIES LLC

LIB01:1192786-9

TRADEMARK  
REEL: 002055 FRAME: 0332

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "**Agreement**") is made effective as of September 1, 1999 by and between COX INTERACTIVE MEDIA, INC., a Delaware corporation ("**CIM**"), and CIMCITIES LLC, a Delaware limited liability company formerly known as ecities LLC ("**CIMCities**").

### W I T N E S S E T H:

WHEREAS, CIM previously has caused CIMCities to be formed as a single member Delaware limited liability company; and

WHEREAS, CIM directly owns and operates certain local city Internet websites and owns limited liability company interests in the CIM Local City Site Joint Ventures (as defined herein), which in turn own and operate certain additional local city Internet websites, all of which local city Internet websites are listed on Schedule A attached hereto and are referred to hereinafter collectively as the "**Local City Sites**"; and

WHEREAS, pursuant to that certain Amended and Restated Limited Liability Company Agreement of CIMCities, effective as of even date herewith (the "**LLC Agreement**"), CIM desires, subject to the terms and conditions of this Agreement, to contribute and assign to CIMCities substantially all of the assets of CIM used or held for use by CIM primarily in connection with the business and operations of the Local City Sites, together with CIM's interests in the CIM Local City Site Joint Ventures and certain CIM headquarters assets and technology and infrastructure assets used or held for use by CIM primarily in connection with the business and operations of the Local City Sites (the "**CIM Local City Site Business**"), and CIMCities desires, subject to the terms and conditions of this Agreement, to assume from CIM certain liabilities associated with the CIM Local City Site Business;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### 1. DEFINED TERMS

As used herein, the following capitalized terms shall have the respective meanings set forth below:

"**Agreement**" shall have the meaning given such term in the preamble to this Agreement.

"**Assumed Liabilities**" shall have the meaning given such term in Section 2.3.

“**CIM**” shall have the meaning given such term in the preamble to this Agreement.

“**CIMCities**” shall have the meaning given such term in the preamble to this Agreement.

“**CIM Consents**” shall mean all of the consents or approvals of government authorities and other third parties necessary to transfer and assign the Contributed Assets to CIMCities and to otherwise consummate the transactions contemplated hereby in compliance with all applicable laws, regulations, orders and decrees.

“**CIM Contracts**” shall have the meaning given such term in Section 2.1.3.

“**CIM Intangibles**” shall have the meaning given such term in Section 2.1.5.

“**CIM Local City Site Business**” shall have the meaning given such term in the recitals to this Agreement.

“**CIM Local City Site Joint Ventures**” shall mean Hampton Roads Local Content, L.L.C., a Delaware limited liability company, Las Vegas Local Content, L.L.C., a Delaware limited liability company, New England Local Content, L.L.C., a Delaware limited liability company, New Orleans Local Content, L.L.C., a Delaware limited liability company, Oklahoma City Local Content, L.L.C., a Delaware limited liability company, Omaha Local Content, L.L.C., a Delaware limited liability company, Orange County Local Content, L.L.C., a Delaware limited liability company, Phoenix Local Content, L.L.C., a Delaware limited liability company, and San Diego Local Content, L.L.C., a Delaware limited liability company.

“**CIM Personal Property**” shall have the meaning given such term in Section 2.1.2.

“**Closing**” shall mean the consummation of the transactions contemplated by this Agreement.

“**Closing Date**” shall have the meaning given such term in Section 6.1.

“**Compensation Arrangement**” shall mean any plan or compensation arrangement other than an Employee Plan, whether written or unwritten, which provides to employees, former employees, officers, independent contractors, directors and stockholders of CIM any compensation or other benefits, whether deferred or not, in excess of base salary or wages and excluding overtime pay, including, but not limited to, any bonus or incentive plan, stock rights plan, deferred compensation arrangement, life insurance, stock purchase plan, severance pay plan and any other perquisites and employee fringe benefit plan in connection with services rendered to or for the CIM Local City Site Business.

“**Contributed Assets**” shall have the meaning given such term in Section 2.1.

“**Effective Date**” shall mean September 1, 1999.

“**Employee Plan**” shall mean any pension, retirement, profit-sharing, deferred compensation, vacation, severance, bonus, incentive, medical, vision, dental, disability, life insurance or any other employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 to which CIM contributes or which CIM sponsors, maintains or by which CIM otherwise is bound.

“**Excluded Assets**” shall have the meaning given such term in Section 2.2.

“**Internet**” means a series of interconnected networks linked together by a globally unique address space based on the Internet Protocol (or a subsequent amendment or replacement protocol) and which supports the exchange of data and other messages using Transmission Control Protocol/Internet Protocol (TCP/IP) (or a subsequent amendment or replacement protocol).

“**LLC Agreement**” shall have the meaning given such term in the recitals to this Agreement.

“**Local City Sites**” shall have the meaning given such term in the recitals to this Agreement.

“**Losses**” shall mean any claims, losses, liabilities, damages, penalties, costs and expenses.

“**Person**” shall mean any individual or corporation, company, partnership, trust, limited liability company, incorporated or unincorporated association, joint venture or other entity of any kind.

“**Tax**” (and, with correlative meaning, “**Taxes**”) shall mean all federal, state, local or foreign income, gross receipts, windfall profits, severance, property, production, sales, use, license, excise, franchise, capital, transfer, employment, withholding and other taxes and assessments, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tax Returns**” shall mean all federal, state, local and foreign income and franchise Tax returns and Tax reports (including any attached schedules) and other Tax statements and other similar filings required to be filed, including any information return, claim for refund, amended return, or declaration of estimated Tax.

## 2. COVENANTS AND UNDERTAKINGS

2.1 Contribution of Assets. Subject to the terms and conditions set forth in this Agreement, CIM hereby agrees to contribute, transfer, assign and deliver to **CIMCities** at the

Closing the assets of CIM (other than the Excluded Assets), real, personal and mixed, tangible or intangible, that are primarily used or held for use by CIM in connection with the Local City Sites, together with CIM's interests in the CIM Local City Site Joint Ventures and certain CIM headquarters assets and technology and infrastructure assets used or held for use by CIM primarily in connection with the CIM Local City Site Business (all of the foregoing assets to be contributed being referred to herein as the "**Contributed Assets**"), free and clear of any claims, liabilities, mortgages, liens, pledges, charges or encumbrances of any nature whatsoever (other than the Assumed Liabilities), which Contributed Assets shall include, but shall not be limited to, the following:

2.1.1 All of CIM's leasehold interests in real property that are used or held for use by CIM primarily in connection with the CIM Local City Site Business, including those leasehold interests of CIM that are listed in **Schedule 2.1.1**;

2.1.2 All items of CIM's tangible personal property, including without limitation personal property leases, equipment, hardware, software and software tools that are used or held for use by CIM primarily in connection with the CIM Local City Site Business (collectively, the "**CIM Personal Property**"), including those items of tangible personal property of CIM that are listed in **Schedule 2.1.2** (but not including any items of tangible personal property of the CIM Local City Site Joint Ventures that are listed on such schedule and designated with an asterisk (\*), which are held directly by the appropriate CIM Local City Site Joint Ventures);

2.1.3 All of the contracts and agreements to which CIM is a party that relate primarily to the CIM Local City Site Business (collectively, the "**CIM Contracts**"), including those contracts and agreements listed in **Schedule 2.1.3**;

2.1.4 All of CIM's advertiser lists, end-user lists, subscriber information and subscriber data primarily relating to the CIM Local City Site Business;

2.1.5 All of CIM's right, title and interest in and to any and all copyrights, patents, trade names, trademarks, service names, service marks, logos, URLs and domain names and all goodwill associated therewith, and all applications or registrations for any of the foregoing, and all other similar items of intellectual property rights and interests (collectively, the "**CIM Intangibles**") that are used or held for use by CIM primarily in connection with the CIM Local City Site Business, including those intangibles of CIM listed in **Schedule 2.1.5**;

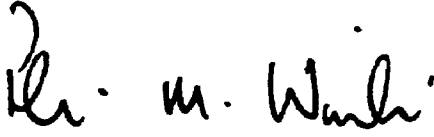
2.1.6 All accounts receivable due to CIM with respect to advertising and other services rendered by any CIM Local City Site from and after the Effective Date or otherwise arising as a result of the business and operations of the CIM Local City Site Business from and after the Effective Date;

2.1.7 All claims of CIM relating to the Contributed Assets (except to the extent such claims relate to liabilities retained by CIM pursuant to Section 2.3 hereof), together with all of CIM's rights, remedies, benefits, options, privileges and warranty claims therein, thereto or thereunder, at law or in equity;



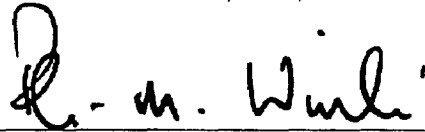
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed on the 5<sup>th</sup> day of November, 1999.

COX INTERACTIVE MEDIA, INC.

By:   
Name: Peter M. Winter  
Title: President

CIMCITIES LLC

By: Cox Interactive Media, Inc., Sole Member

By:   
Name: Peter M. Winter  
Title: President

**Schedule 2.1.5**

**Intangibles**

1. Registered Copyrights

None.

2. Registered Trademarks

<b>Registered Trademarks / Trademark Registrations</b>				
<b>Mark</b>	<b>Filed</b>	<b>Application #</b>	<b>Registered</b>	<b>Registration #</b>
ACCESS ATLANTA <sup>1</sup>			2/18/94	S-13412
ACCESS ATLANTA	1/19/94	74/480,534	8/29/95	1,915,614
ACTIVE DAYTON.COM	7/16/97	75/325,214	7/20/99	2,263,578
BAYINSIDER.COM	5/15/97	75/292,440	12/29/98	2,215,371
BAYINSIDER.COM	10/10/97	75/371,359	12/29/98	2,214,357
BAYINSIDER.COM and DESIGN	10/14/97	75/372,103	5/4/99	2,242,580
IC FLORIDA INSIDE CENTRAL FLORIDA.COM and DESIGN	2/25/98	75/440,383	6/1/99	2,249,337
INTERNET ACCESS FROM ACCESS ATLANTA <sup>2</sup>			4/10/97	S-16257
OCNOW.COM	12/12/97	75/404,575	2/9/99	2,222,694
PALM BEACH INTERACTIVE	7/16/97	75/325,212	12/8/98	2,209,873
PALM BEACH INTERACTIVE and DESIGN	12/5/97	75/403,532	4/13/99	2,238,507
REAL PITTSBURGH	8/28/97	75/348,386	7/20/99	2,263,625
SAN DIEGO INSIDER.COM	9/11/97	75/355,348	4/27/99	2,242,065
SOFLA.COM	7/16/97	75/325,216	2/9/99	2,223,379
STORM ----	6/18/96	75/121,088	6/9/98	2,164,833
YONDER	1/29/96	75/049,671	11/4/97	2,111,247

<sup>1</sup> Georgia State Registration

<sup>2</sup> Georgia State Registration

**Registered Trademarks / Trademark Registrations**

<b>Mark</b>	<b>Filed</b>	<b>Application #</b>	<b>Registered</b>	<b>Registration #</b>
ACCESS NEVADA	9/18/96	75/167,947		
ACCESS OKC	9/18/96	75/168,211		
ACCESS OKLAHOMA	9/18/96	75/167,952		
ACCESS OKLAHOMA CITY	9/18/96	75/168,213		
ACCESS PENSACOLA	9/18/96	75/167,817		
ACCESS RENO	9/18/96	75/167,813		
ACCESS SAN ANTONIO	9/18/96	75/168,208		
ACCESS TAMPA	9/18/96	75/167,814		
ACCESS TULSA	9/18/96	75/167,824		
ACCESS WACO	7/24/96	75/139,353		
ACCESSARIZONA.COM	2/2/98	75/426,984		
ACTIVE DAYTON	7/16/97	75/325,215	8/10/99	75/325,215
BAYINSIDER	5/15/97	75/292,499		
GO CAROLINAS	7/16/97	75/325,213		
GO CAROLINAS.COM	7/18/97	75/327,766		
INSIDE CENTRAL FLORIDA	8/22/97	75/345,134		
OCNOW	12/12/97	75/404,549		
ACCESS ARIZONA.COM	2/2/98	75/426,985		
AUSTIN 360	7/16/97	75/325,300		
AUSTIN 360 and DESIGN	11/25/96	75/203,365		
DISCOVEROMAHA.COM	7/31/98	75/528,395		
GOHAMPTONROAD S.COM	4/21/98	75/471,351		
ICFLORIDA.COM and DESIGN	5/12/98	75/483,990		
INSIDE NEW ORLEANS	1/15/99	75/621,153		
NEW ORLEANS NOW.COM	7/14/98	75/517,617		
SEATTLE INSIDER.COM	9/2/98	75/546,460		
SOFLA.COM and DESIGN	12/10/97	75/404,166		