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Re

04-25-2000



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OPR/FINANCE

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

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)

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

04/25/2000 TTON11 00000015 2161201

FOR OFFICE USE ONLY

01 FC:481

02 FC:482

40.00 DP
100.00 DP

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: 002059 FRAME: 0010

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="74/735,561"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,161,201"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74/384,239"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,053,357"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74/733,560"/>	<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.

Kathryn M. Wheble

March 23, 2000

Name of Person Signing

Signature

Date Signed

MPO 12-11-98

16-1998

FORM PTO-1594
(Rev. 6-93)

RECORDATION FORM C
TRADEMARKS C



F COMMERCE
ademark Office

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To the Honorable Commissioner of Patents and Trademarks. Please record this document
thereof.

ants or copy

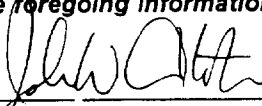
<p>1. Name of conveying party(ies): USA.NET, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State, Colorado</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p>Other _____</p> <p>Execution Date: <u>March 14, 1997</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>USA.NET, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1155 Kelly Johnson Blvd., Ste. 400</u></p> <p>City: <u>Boulder</u> State: <u>CO</u> ZIP <u>80920</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Delaware</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment). Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>74/733,561, 74/384,239, 74/733,560</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s) <u>2,161,201, 2,053,357</u></p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>John W. Crittenden, Esq.</u></p> <p>Internal Address: <u>Cooley Godward LLP</u></p> <p>Street Address: <u>One Maritime Plaza, 20th Floor</u></p> <p>City: <u>San Francisco</u> State: <u>CA</u> ZIP <u>94111-3580</u></p>	<p>6. Total number of applications and registration involved: <input type="checkbox"/> 5</p> <p>7. Total fee (37 CFR 3.41):..... <u>\$ 140.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

 11/4/98
Date

(Name of Person Signing)
John W. Crittenden, Esq.

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

12/14/1998 DMSUYEN 00000311 2161201

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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103098/1431

TRADEMARK
REEL: 002059 FRAME: 0012

ARTICLES OF MERGER
OF

USA.NET, INC.
(a Colorado corporation)
AND
USA.NET, INC.
(a Delaware corporation)

19971040075 0
\$ 85.00
SECRETARY OF STATE
03-14-97 11:59:04

The undersigned corporation, pursuant to Section 7-111-105 of the Colorado Business Corporations Act, hereby execute the following articles of Merger.

ARTICLE ONE

The names of the corporations proposing to merge and the names of the States under the laws of which such corporations are organized, are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
USA.NET, Inc. ("USA.NET-Colorado")	Colorado
USA.NET, Inc. ("USA.NET-Delaware")	Delaware

ARTICLE TWO

The laws of the State under which such foreign corporation is organized permits such merger.

ARTICLE THREE

The name of the surviving corporation shall be "USA.NET, Inc." The surviving corporation shall be governed by the laws of the State of Delaware having its principal office address at 102 S Tejon, Suite 220, Colorado Springs, Colorado 80903.

ARTICLE FOUR

The Agreement and Plan of Merger is attached hereto as *Exhibit A*.

ARTICLE FIVE

The Agreement and Plan of Merger has been duly approved by the required vote of shareholders of USA.NET-Colorado in accordance with the Articles of Incorporation of USA.NET-Colorado, as amended, and Section 7-111-103 of the Colorado Business Corporations Act. The total number of outstanding shares of the corporation is 1,076,232. The number of shares voting in favor of the Agreement and Plan of Merger equaled or exceeded the vote required. The percentage vote required was more than a majority.

ARTICLE SIX

Immediately prior to the merger, USA.NET-Colorado (the parent corporation) owned at least ninety percent of the outstanding shares of each class of USA.NET-Delaware (the subsidiary corporation).

ARTICLE SEVEN

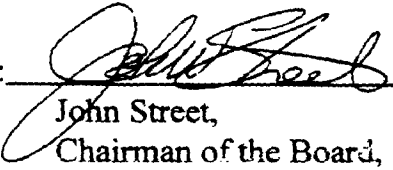
All provisions of the law of the State of Delaware and the State of Colorado applicable to the proposed merger have been complied with.


ARTICLE EIGHT

These Articles of Merger shall be effective upon filing this on March 14, 1997. This effective date complies with Section 7-111-104(5) of the Colorado Business Corporations Act.

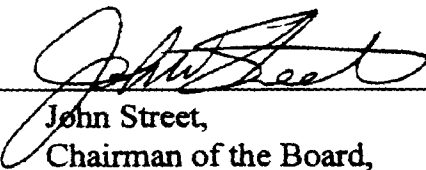
IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its President or Vice President and Secretary, as of the 14th day of March, 1997.

USA.NET, INC.
a Colorado corporation

By: 
John Street,
Chairman of the Board,
Chief Executive Officer and
President

By: 
Mary Beazley, Secretary

USA.NET, INC.
a Delaware corporation

By: 
John Street,
Chairman of the Board,
Chief Executive Officer and
President


By: 
Mary Beazley, Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made as of March 14, 1997, by and between USA.NET, INC., a Colorado corporation ("USA.NET-Colorado"), and USA.NET, INC., a Delaware corporation ("USA.NET-Delaware"); (USA.NET-Colorado and USA.NET-Delaware, collectively, the "Constituent Corporations").

The authorized capital stock of USA.NET-Colorado consists of 500,000,000 shares of Common Stock, no par value. The authorized capital stock of USA.NET-Delaware, upon effectuation of the transactions set forth in this Merger Agreement, will consist of (i) five million (5,000,000) shares of Common Stock, \$.001 par value per share and (ii) one million one hundred thousand (1,100,000) shares of Preferred Stock, all of which shall be designated Series A Preferred Stock.

The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that USA.NET-Colorado merge with and into USA.NET-Delaware upon the terms and conditions provided herein.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that USA.NET-Colorado shall merge with and into USA.NET-Delaware on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS

1.1 Merger. USA.NET-Colorado shall be merged with and into USA.NET-Delaware (the "Merger"), and USA.NET-Delaware shall be the surviving corporation (the "Surviving Corporation") effective March 14, 1997 (the "Effective Date").

1.2 Succession. On the Effective Date, USA.NET-Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of USA.NET-Colorado, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent

Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, thereafter shall be the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their stockholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not been consummated, except as they may be modified with the consent of such creditors, and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Capital Stock of USA.NET-Colorado and USA.NET-Delaware On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their respective stockholders, (i) each share of Common Stock of USA.NET-Colorado issued and outstanding immediately prior thereto shall be combined, changed and converted into (A) one-half (1/2) share of Common Stock of USA.NET-Delaware and (B) one (1) share of Series A Preferred Stock of USA.NET-Delaware, in each case fully paid and nonassessable, and (ii) each share of Common Stock of USA.NET-Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

1.5 Stock Certificates On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of Common Stock of USA.NET-Colorado shall be deemed for all purposes to evidence ownership of and to represent the shares of USA.NET-Delaware into which the shares of USA.NET-Colorado represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distribution upon the shares of USA.NET-Delaware evidenced by such outstanding certificate as above provided.

1.6 Options. On the Effective Date, if any options or rights to purchase shares of Common Stock of USA.NET-Colorado remain outstanding, then the Surviving Corporation will assume the outstanding and unexercised portions of such options and such options shall be changed and converted into options to purchase Common Stock and Series A Preferred Stock of USA.NET-Delaware, such that an option to purchase one share of Common Stock of USA.NET-Colorado shall be converted into an option to purchase (A) one-half (1/2) share of Common Stock of USA.NET-Delaware and (B) one (1) share of Series A Preferred Stock of USA.NET-Delaware. No other changes in the terms and conditions of such options or rights will occur.

1.7 Employee Benefit Plans. On the Effective Date, the Surviving Corporation shall assume all obligations of USA.NET-Colorado under any and all employee benefit plans in effect as of such date with respect to which employee rights or accrued benefits are outstanding as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger.

1.8 Fractional Shares. No fractional shares of USA.NET-Delaware capital stock will be issued in connection with the merger and no certificate therefore will be issued. In lieu of such fractional shares, any holder of USA.NET-Colorado Common Stock who would otherwise receive a fractional share shall upon surrender of his or her certificates representing USA.NET-Colorado Common Stock be paid an amount in cash (without interest) determined by multiplying the fractional share that would otherwise be due to such holder by \$4.76.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. From and after the Effective Date, the Certificate of Incorporation of USA.NET-Delaware shall read in its entirety as set forth in full in *Exhibit A* attached hereto and made a part hereof, without change or amendment until further amended in accordance with the provisions thereof and applicable law. The Bylaws of USA.NET-Delaware in effect on the Effective Date shall continue to be the Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.2 Directors. The directors of USA.NET-Delaware immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of USA.NET-Delaware immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

3.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, the Surviving Corporation shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and the Surviving Corporation shall take or cause to be taken such further and other action as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of USA.NET-Colorado and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of USA.NET-Colorado or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the shareholders of USA.NET-Colorado, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of USA.NET-Colorado, the principal terms may not be amended without the further approval of the shareholders of USA.NET-Colorado) as may be determined in the judgment of the respective Board of Directors of USA.NET-Delaware and USA.NET-Colorado to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions to Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of USA.NET-Colorado in accordance with applicable provisions of the Colorado Business Corporations Act;

(b) USA.NET-Colorado, as sole stockholder of USA.NET-Delaware, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of USA.NET-Colorado to be material to consummation of the Merger shall have been obtained.

3.4 Abandonment or Deferral. Notwithstanding the approval of this Merger Agreement by the shareholders of USA.NET-Colorado or by the sole stockholder of USA.NET-Delaware, at any time before the Effective Date, (a) this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either USA.NET-Colorado or USA.NET-Delaware or both, including by reason of a determination, in the sole discretion of either Board of Directors, that holders of an unacceptable number of shares intend to exercise their statutory appraisal rights pursuant to Sections 7-113-101 through 7-113-302 of the Colorado Business Corporations Act, or (b) the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of USA.NET-Colorado and USA.NET-Delaware, such action would be in the best interests of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or their respective Board of Directors or stockholders with respect thereto, except that USA.NET-Colorado shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

3.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of USA.NET-Colorado and USA.NET-Delaware, hereby is executed on behalf of each such corporations and attested by their respective officers thereunto duly authorized.

USA.NET, INC.,
a Colorado Corporation

By: _____
John Street
Chairman, Chief Executive Officer and
President

ATTEST:

Mary Beazley
Secretary

USA.NET, INC.
A Delaware Corporation

By: _____
John Street
Chairman, Chief Executive Officer and
President

ATTEST:

Mary Beazley
Secretary

Cooley Godward LLP

ATTORNEYS AT LAW

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650 843-5000
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619 550-6000
Boulder, CO
303 546-4000
Denver, CO
303 606-4800

December 8, 1998

VIA EXPRESS MAIL

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

**Re: USA.NET, Inc.
Recordation of Merger**

Dear Sirs:

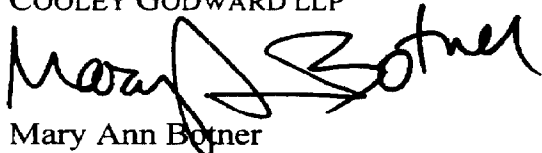
Attached please find a Recordation Form Cover Sheet and Articles of Merger of USA.NET, Inc., a Colorado corporation, and USA.NET, Inc., a Delaware corporation. Also attached is our check in the amount of \$140.00, payable to the Commissioner of Patents and Trademarks to cover your recordation fee. Please record this merger document as soon as possible.

Kindly acknowledge your receipt of these materials by stamping the attached postcard.

Thank you very much. If you have any questions, please contact me immediately.

Very truly yours,

COOLEY GODWARD LLP



Mary Ann Botner
Senior Trademark Paralegal

MAB:mab

Attachments

cc: John W. Crittenden, Esq.

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TRADEMARK
REEL: 002059 FRAME: 0022

Cooley Godward LLP

ATTORNEYS AT LAW

One Maritime Plaza
20th Floor
San Francisco, CA
94111-3580
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Fax 415 951-3699

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303 546-4000
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Kirkland, WA
425 893-7700
Menlo Park, CA
650 843-5100
Palo Alto, CA
650 843-5000
Reston, VA
703 262-8000
San Diego, CA
858 550-6000

March 23, 2000

VIA FIRST CLASS MAIL

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

www.cooley.com

JOEL R. BISCHOFF
415 693-2676
jbischoff@cooley.com

**Re: USA.NET, Inc.
Correction of Recordation of Merger (Applicant's Error)
Our Reference No.: U9650-201**

Dear Sirs:

Attached please find a Corrective Recordation Form Cover Sheet regarding a merger recorded in the Assignment Branch of the United States Patent and Trademark Office on December 11, 1998 (reel/frame: 1826/0583). Also enclosed is a copy of the March 26, 1999 Notice of Recordation of Assignment Document with supporting documentation, namely the Articles of Merger of USA.NET, Inc., a Colorado corporation, and USA.NET, Inc., a Delaware corporation. Please note that the city in which the receiving party is located was misstated on the original Recordation Form Cover Sheet as filed. The address for USA.NET, Inc. should indicate their being domiciled in Colorado Springs, Colorado instead of Boulder, Colorado. Also attached is our check in the amount of \$140.00, payable to the Commissioner of Patents and Trademarks to cover your recordation fee. Please correct this recordation of the merger document as soon as possible.

Kindly acknowledge your receipt of these materials by stamping the attached postcard.

Thank you very much. If you have any questions, please contact me immediately.

Very truly yours,

COOLEY GODWARD LLP


Joel R. Bischoff
Trademark Paralegal

Attachments

cc: Nate A. Garhart, Esq. (w/o encl.)

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@PSD011.DOC
032200/1510

**TRADEMARK
REEL: 002059 FRAME: 0023**



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 26, 1999

PTAS



100925997A

COOLEY GODWARD LLP
JOHN W. CRITTENDEN, ESQ.
ONE MARITIME PLAZA, 20TH FLOOR
SAN FRANCISCO, CA 94111-3580

RECEIVED

APR - 5 1999

JOHN W. CRITTENDEN

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/11/1998

REEL/FRAME: 1826/0583
NUMBER OF PAGES: 10

BRIEF: MERGER

ASSIGNOR:
USA.NET, INC.

DOC DATE: 03/14/1997
CITIZENSHIP:
ENTITY: CORPORATION

ASSIGNEE:
USA.NET, INC.
1155 KELLY JOHNSON BLVD., STE. 400
BOULDER, COLORADO 80920

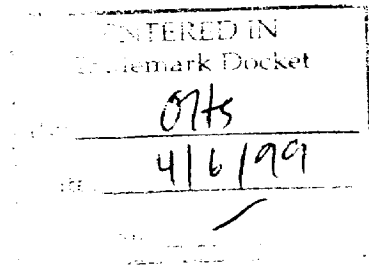
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

APPLICATION NUMBER: 74733561
REGISTRATION NUMBER:

FILING DATE: 09/25/1995
ISSUE DATE:

MARK: ~~USA.NET~~

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM



RECORDED: 03/27/2000

TRADEMARK
REEL: 002059 FRAME: 0024