

06-30-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5-22-00

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)

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.)

06/29/2000 ASCOTT 00000201 75794452

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 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: 002093 FRAME: 0860

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="75794452"/>	<input type="text" value="75794512"/>	<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"/>
<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.

John Hou

Name of Person Signing

Signature

5/16/00

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made as of March 31, 2000, by and between **iXL Enterprises, Inc.**, a Delaware corporation ("iXL"), and **AppGenesys, Inc.**, a Delaware corporation ("AppGenesys").

WHEREAS, pursuant to an Asset Contribution and Stock Purchase Agreement dated as of March 31, 2000 (the "Asset Contribution and Stock Purchase Agreement") by and between AppGenesys and iXL, iXL has agreed to assign the Intellectual Property, including without limitation the trademarks identified below (the "Trademarks") and the Applications filed in the Patent & Trademark Office for the mark APPGENESYS, Serial No. 75/794452 and for the mark APPGENESIS, Serial No. 75/794512 (the "Applications") to AppGenesys and AppGenesys has agreed to accept such assignment and assume certain of iXL's obligations and liabilities thereunder. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Asset Contribution and Stock Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Contribution and Stock Purchase Agreement and in consideration of these premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **ASSIGNMENT.** Pursuant and subject to the provisions and limitations of Section 1.5 of the Asset Contribution and Stock Purchase Agreement, iXL hereby assigns, conveys, transfers and delivers to AppGenesys all of iXL's right, title and interest in and to the Intellectual Property, including the Trademarks and Applications, together with the goodwill of iXL's Business symbolized by the Trademarks.

2. **ACCEPTANCE.** AppGenesys hereby accepts the foregoing assignment and assumes iXL's obligations and liabilities thereunder.

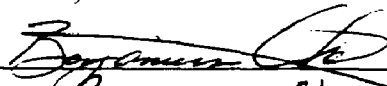
3. **THE ASSET CONTRIBUTION AND STOCK PURCHASE AGREEMENT.** This Trademark Assignment Agreement is subject in all respects to the terms and conditions of the Asset Contribution and Stock Purchase Agreement. Nothing contained in this Trademark Assignment Agreement shall be deemed to supersede, amend or modify any of the covenants, agreements, representations or warranties of iXL or AppGenesys contained therein, and to the extent of any conflict between the Asset Contribution Agreement and this Agreement, the terms and provisions of the Asset Contribution and Stock Purchase Agreement shall prevail.

4. **GOVERNING LAW.** This Trademark Assignment Agreement shall be governed under the laws of the State of Georgia.

[Signatures on Following Page.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment Agreement as of the date first above written.

APPGENESYS, INC.

By: 
Name: Benjamin Chen
Title: President

IXL ENTERPRISES, INC.

By: _____
Name:
Title:

[NOTARY SEAL]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment Agreement as of the date first above written.

APPGENESYS, INC.

By: _____

Name:

Title:

IXL ENTERPRISES, INC.

By: _____

Name: *U. Bertram Ellis, Jr.*

Title: *Chairman and Chief Executive Officer*

[NOTARY SEAL]