



To the Director of the U.S. Patent and Trademark Office

101468953

ments or copy thereof.

1. Name of conveying party(ies):
VIRTUS CORPORATION

Individual Association
 General Partnership Limited Partnership
 Corporation-North Carolina
 Other: _____

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

2. Name and address of receiving party(ies):
Name: VIRTUS ENTERTAINMENT, NC.
Address: 114 MacKenan Drive
Suite 100
City: Cary State: North Carolina Zip: 27511

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State 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) & address(es) attached? Yes No

3. Nature of conveyance: 9-12-00

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 17, 1999

4. Application number(s) or patent number(s)

A. Trademark Application No(s).
B. Trademark Registration No(s).
2,031,740

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6)): \$ 40.00

Enclosed
 Authorized to be charged to deposit account
 Charge any deficiency to deposit account

8. Deposit account number:
18-0582

(Attach duplicate copy of this page if paying by deposit account)

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

Name: Kimberly J. Pierson
REED SMITH SHAW & McCLAY LLP
Address: P.O. Box 488
City: Pittsburgh State: PA Zip: 15230

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 and correct copy of the original document.

09/25/2000 MTHAIL 00000116 2031740
Kimberly J. Pierson Kimberly J. Pierson September 7, 2000
FC:481 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Director of the U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

WHEREAS, VIRTUS CORPORATION, a North Carolina corporation, having its principal offices at 114 MacKenan Drive, Suite 100, Cary, North Carolina 27511, ("ASSIGNOR") has adopted, used, is using and is the owner of:

<u>Trademark</u>	<u>Reg. No.</u>
IROCK	2,031,740

WHEREAS, VIRTUS ENTERTAINMENT, INC., a Delaware corporation, having its principal offices at 114 MacKenan Drive, Suite 100, Cary, North Carolina 27511, ("ASSIGNEE") is desirous of acquiring said mark of ASSIGNOR;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to said mark, together with the good will of the business symbolized by the mark.

Signed at Cary, N.C., as of this 17th day of December, 1999.

ASSIGNOR:

VIRTUS CORPORATION

By: 

Name: James H. Hayne

Title: Treasurer and Assistant Secretary

Trademark, Domain Name and URL Assignment Agreement

WHEREAS, VIRTUS CORPORATION, a North Carolina corporation, having offices at 114 MacKenan Drive, Suite 100, Cary, North Carolina 27511, ("ASSIGNOR") has adopted, used, is using and owns all rights in and to the trademark "IROCK" in the United States and its other country counterparts. That trademark is registered with the United States Patent and Trademark Office as Registration No. 2,031,740 and is assigned of record to Assignor. Assignor also owns and has registered the Internet domain name "irock.com" and the Internet URL address "www.irock.com" in its name.

WHEREAS, VIRTUS ENTERTAINMENT, INC., a Delaware corporation, having its principal offices at 114 MacKenan Drive, Suite 100, Cary, NC 27511 ("Assignee") is desirous of acquiring the worldwide right in the trademark "IROCK", U.S. Trademark Registration No. 2,031,740 of the trademark "IROCK", and its counterpart registration and/or application in other countries, the Internet domain name "irock.com" and the Internet URL address "www.irock.com".

WHEREAS, ASSIGNOR acquired said trademark, Internet domain name, and Internet URL address through two separate assignment agreements entered into in October, 1999, between ASSIGNOR and iRock Communications, Inc., a California corporation, having offices at 333 N. Lantana Street, Suite 126, Camarillo, California 93010, which agreements granted and imposed on ASSIGNOR and on iRock Communications, Inc., certain benefits and obligations.

WHEREAS, ASSIGNOR wishes to assign such benefits and delegate such obligations to ASSIGNEE.

WHEREAS, ASSIGNEE wishes to have such benefits assigned to ASSIGNEE and to accept such benefits, and to have such obligations delegated to ASSIGNEE and to accept such obligations.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in the United States and worldwide in and to the trademark "IROCK", and U.S. Trademark Registration No. 2,031,740 and its other country counterparts thereof if any (the Trademark), together with the goodwill of the business symbolized thereby, and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives.

2. Assignor hereby assigns to Assignee all right, title and interest in the Internet domain name "irock.com" and the Internet URL address "www.irock.com". Assignor hereby also assigns any and all right, title and interest in any related trademarks which are likely to be confusingly similar with the Trademark assigned herein, including derivatives thereof.

4. Assignor represents and warrants that it is not subject to any lien, security interest or other encumbrance on the properties assigned herein, and that it has full power and authority to make the assignment herein, and to transfer good title in the properties to Assignee.

5. Assignor assigns the right to be indemnified and to have Assignee and any successor of Assignee to whom Assignee may assign the Trademark, Internet domain name and/or Internet URL held harmless from any loss, liability or damage resulting from Assignee's or its successor's use of the Trademark, Internet domain name and/or Internet URL address

assigned herein as provided in the two assignment agreements between ASSIGNOR and iRock Communications, Inc., entered into in October, 1999.

6. Assignor agrees to cooperate with Assignee and any successor of Assignee's rights acquired herein in any dispute with any third party concerning Assignee's ownership, or its successor's ownership to the extent it involves a contest of this Assignment, of and right to use the trademark, Internet domain name and/or Internet URL address assigned herein. Assignor further agrees to execute and deliver to Assignee any documents necessary to effect the transfers herein. In the event Assignor fails to execute or deliver such documents, Assignor hereby grants Assignee a Power of Attorney to act on its behalf and take any necessary steps for such purposes.

7. Assignor agrees to cease all use of the trademark, Internet domain name and/or Internet URL address, and any trademarks which are likely to be confusingly similar to the trademark assigned herein.

8. Assignor agrees to execute a separate Trademark Assignment assigning only the trademark "IROCK" and its U.S. Registration No. 2,031,740, to Assignee to allow Assignee to record such assignment with the U.S. Trademark Office.

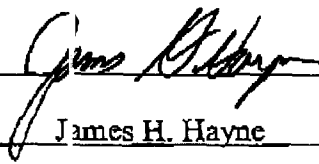
9. Assignor agrees to execute a separate Assignment form, as required by Network Solutions Inc., assigning the domain name "irock.com" to Assignee.

10. Assignee agrees to assume the obligations provided in the agreements of October, 1999, between ASSIGNOR and iRock Communications, Inc., including the obligation to provide iRock Communications, Inc. a non-obtrusive link from the website found at URL address "www.irock.com" to Assignor's new website for a period of one year from the date of the October, 1999 Agreements between ASSIGNOR and iRock Communications, Inc., provided the

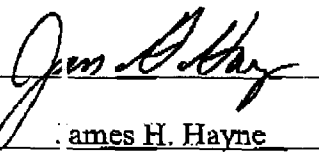
new website content is, in Assignee's reasonable discretion, not of a nature which would cause loss of traffic or damage Assignee's reputation or the reputation of its products. In the event such website cause a loss of traffic or, in Assignee's sole discretion damages Assignee's reputation or the reputation of its products, Assignee shall have the right to remove the link immediately.

Agreed to and signed this 17th day of December, 1999.

ASSIGNOR
Virtus Corporation

By: 
Name: James H. Hayne
Title: Treasurer and Assistant Secretary

ASSIGNEE
Virtus Entertainment, Inc.

By: 
Name: James H. Hayne
Title: Treasurer and Assistant Secretary

Attest:

Secretary

8442:30775-194015
RALLIB01:533983.01

NORTH CAROLINA

Wake County

This 17th day of December, A.D. 1999, personally came before me, Joan M. Tomasic, Notary Public for said County and State, James H. Hayne, who, being by me duly sworn, says that he/she is Treasurer + Asst. Secretary of VIRTUS CORPORATION, a corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him/her in behalf of said corporation by its authority duly given. And the said James H. Hayne acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 17th day of December, A.D. 1999

Joan M. Tomasic
Notary Public

My commission expires: Jan. 13, A.D. 2003