



09-22-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #57

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Commissioner of Patents and Trade

10-12-2000



S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

documents or copy hereof.

101485635

1. Name of conveying party(ies):

VCampus Corporation **MD 9-22-00**

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership
- Delaware

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 17, 2000

2. Name and address of receiving party(ies):

Name: UOL Inc. S.A.  
Address: Av. Brigadeiro Faria Lima, 1384  
Sao Paulo, Brazil

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Brazil
- 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) & addresses attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s).  
2,005,148

Additional Numbers attached?  Yes  No

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

Name: Patrick Boisson

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:.....1

7. Total fee (37 CFR 3.41) ..... \$ 40.00

- Enclosed
  - Authorized to be charged to deposit account
- (Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

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

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40.00 DP

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.

Patrick Boisson  
Name of Person Signing

Boisson  
Signature

9/22/2000  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_

08/17/2000 15:25

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V CAMPUS CORP

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**EXHIBIT F****Assignment of Trademarks**

This ASSIGNMENT OF TRADEMARKS, dated as of August 17, 2000 ("Assignment"), by V Campus Corporation, a Delaware corporation ("Assignor"), with its principal place of business at 1850 Centennial Park Dr., Suite 200, Reston, VA 20191, in favor of UOL Inc. S.A., *sociedade anônima* organized under the laws of Brazil with its head office at Av. Brigadeiro Faria Lima, 1384, 10<sup>th</sup> Floor, in the City of São Paulo, State of São Paulo, Brazil and enrolled with the *Cadastro Nacional de Pessoa Jurídica* under number 03.329.124/0001-03 ("Assignee").

**WITNESSETH**

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademarks and/or service marks listed on Attachment 1 hereto, which trademarks and/or service marks are registered or have been filed for registration in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain Domain Name and Trademark Transfer and Channel Content Agreement, dated as of August 4, 2000 (the "Domain Name Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Trademarks and the goodwill connected with and symbolized thereby, among other assets.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to the Trademarks and the registrations thereof and applications therefor, together with (i) the goodwill of the business connected with the use of and symbolized by the Trademarks, (ii) all causes of actions, claims and demands or other rights for, or arising from any infringement, including past infringement, of the Trademarks, and (iii) all common law and other rights corresponding thereto throughout the world, all upon the terms and subject to the conditions set forth in the Domain Name Agreement.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

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V CAMPUS CORP

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**IN WITNESS WHEREOF**, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

*Michael A. Schuier*

By: \_\_\_\_\_

Name: *MICHAEL A. SCHUIER*

Title: *CHIEF FINANCIAL OFFICER*

**Acknowledged and Accepted:**

**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

ENVIADO POR: UNIVERSO ONLINE

NO. TEL: 55112244253

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**IN WITNESS WHEREOF**, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Acknowledged and Accepted:

**ASSIGNEE:**

\_\_\_\_\_

By:

Name: Maria Judith de Brito  
Title: VP - RA & Legal

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V CAMPUS CORP

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STATE OF )  
 ) SS.  
 COUNTY OF )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Michael Schwien personally known to me to be the Chief Financial Officer of V Campus, a Virginia corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 17th day of August, 2000.

Kendra M. Guidry  
 Notary Public

My commission expires: 12/31/00



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V CAMPUS CORP

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ATTACHMENT L TO ASSIGNMENT OF TRADEMARKS

REGISTERED  
TRADEMARKS AND APPLICATIONS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Reg. No. / (App. No.)</u>	<u>Issued / (Date App.)</u>
U.S.	UOL	2,005,148	10/01/1996

UOL Confidential  
3605EL07-New York 51A

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