

10-17-2000



REI

RET

101489393

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 10-4-00

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

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 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

FOR OFFICE USE ONLY

10/16/2000 NTHA11 00000231 75634979

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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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: 002156 FRAME: 0597

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="75/634,979"/>	<input type="text" value="75/686,721"/>	<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.

Kathy A. Keller

Kathy A. Keller

10/13/00

Name of Person Signing

Signature

Date Signed

EXHIBIT E

IP TRANSFER AGREEMENT

ILIFE.COM, INC.

TO

COLLEGES.COM, INC.

KNOW ALL MEN BY THESE PRESENTS:

That pursuant to the terms of the Asset Sale and Assignment Agreement made as of May 17, 2000 (the "Purchase Agreement"), between Colleges.com, Inc., a Delaware corporation ("Purchaser"), and ilife.com, Inc., a Florida corporation (the "Company"), and in consideration of good and valuable consideration as recited in the Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the Company, does hereby sell, assign, transfer and convey to Purchaser all of the Company's right, title and interest in, to and under the CPNET Intellectual Property as set forth in Addendum A attached hereto. All capitalized terms used herein, unless otherwise defined herein, are used as defined in the Purchase Agreement

This IP Transfer Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

This IP Transfer Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Delaware, disregarding any conflict of laws provisions which may require the application of the law of another jurisdiction.

[Remainder of Page Intentionally Left Blank]

This IP Transfer Agreement may be amended only in a writing signed by the Company and the Colleges.com, Inc.

IN WITNESS WHEREOF, the Company has caused this IP Transfer Agreement to be executed and delivered on this 17th day of May, 2000.

ILIFE.COM, INC.

By: *Monty Blanchard*
Name: *Monty Blanchard*
Title: *Executive Vice President*

ACCEPTED:

COLLEGES.COM, INC.

By: *John Carrieri*
Name: *John Carrieri*
Title: *CEO and President*

ADDENDUM A

CPNet Intellectual Property

1. Intellectual Property

1.1 Trademarks, service marks, trade names, and domain names listed below, including without limitation, all domestic and international registrations and common law rights relating to, and any logos, derivations, combinations thereof, and all goodwill pertaining to, the following:

1.1.1 "CPNET", including but not limited to, U.S. application 75/633,848 for "CPNET."

1.1.2 "College Press Network", including but not limited to, U.S. application 75/634,979 for "College Press Network."

1.1.3 "cpnet.com", including but not limited to the global domain name "www.cpnet.com" and U.S. application 75/686,721 for "CPNET.COM" and Design.

1.1.4 "collegepress.net".

1.2 All content, programming, data, processes, procedures, and materials (including without limitation graphics (except as it relates to any photographs or other digital images or other similar digital depictions displayed on the website other than graphic images specifically created by Assignor) scenes or sequences, any audio or video material, other works of expression, and any copyrights, patent rights, trademarks and other intellectual property rights associated therewith) which are specifically contained in the parameters of the CPNet Site; and

Any and all other intellectual property rights owned by Assignor associated with the CPNet Site, including without limitation all trade dress, common law marks, and trade secrets.