

FORM PTO-1618A
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MRD
12.29.00 RE

01-16-2001



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
TRADEMARK

EET

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
Merger _____ Effective Date _____
Month Day Year
July 26, 2000
Change of Name _____
Other _____



12-29-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #67

Conveying Party

____ Mark if additional names of conveying parties attached

Name SpeakOut.com, Inc.

Execution Date
Month Day Year

October 13, 2000

Formerly _____

Individual General Partnership Limited Partnership Corporation

Other _____
 Citizenship/State of Incorporation/Organization Delaware

Receiving Party

____ Mark if additional names of receiving parties attached

Name Constellation Venture Capital, L.P.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 575 Lexington Avenue

Address (line 2) New York, New York 10022

Address (line 3) _____

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
 Corporation Association
 Other _____

Citizenship/State of Incorporation/Organization Delaware

01/12/2001 MTHA11 00000155 76100840

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 400.00 BP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

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 212-309-6982

Name Adam R. Agensky, Esq.

Address (line 1) Morgan, Lewis & Bockius LLP

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Trademark Application Number(s) or Registration Number(s)

Trademark Application Number(s)

76-100,840	76-100,839	76-100,826
76-095,426	76-070,603	76-056,755
76-046,147	76-046,144	76-006,082
76-006,081	76-006,080	76-006,079
75-917,009	75-860,918	75-822,739
75-782,730	75-782,727	

Registration Number(s)

Number of Properties Enter the total number of properties involved. # 17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 440.00

Method of Payment: Enclosed

Deposit Account _____

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: 13-4520

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.

Margaret A. Delacruz

Name of Person Signing


Signature

December 29, 2000

Date Signed

ASSIGNMENT OF SECURITY INTEREST AND MORTGAGE
(TRADEMARKS)

WHEREAS, SpeakOut.com, Inc., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 3-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Constellation Venture Capital, L.P. ("Assignee"), Constellation Venture Capital Offshore, L.P., The CIT Group/Venture Capital Inc., Rare Medium Group, Inc., Ronald Howard, John Howard and Matt Gould under that certain Senior Secured Credit Agreement, dated as of July 26, 2000, by and among Assignor, the Lenders and the Subsidiaries of Assignor, as such agreement may be amended, modified or restated from time to time (the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement), and Assignor has entered into a Security Agreement (the "Agreement") in favor of Assignee for the benefit of all Lenders; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee for the benefit of all Lenders and granted to Assignee for the benefit of all Lenders a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement.

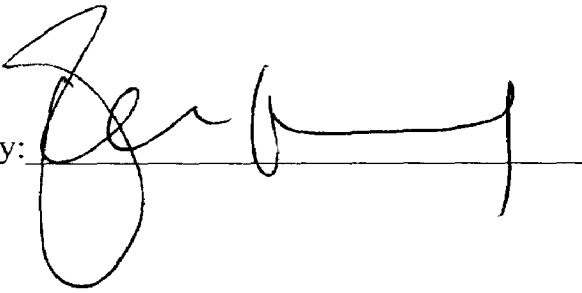
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee for the benefit of all Lenders and grant to Assignee for the benefit of all Lenders a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 575 Lexington Avenue, New York, NY 10022.

IN WITNESS WHEREOF, Assignor has caused this Assignment for Security (Trademarks) to be duly executed by its officer thereunto duly authorized as of the 3rd day of October, 2000.

SPEAKOUT.COM

By: 

Name: RON HOWARD
Title: CHAIRMAN CEO

SCHEDULE 3-A TO ASSIGNMENT OF SECURITY INTEREST AND MORTGAGETRADEMARKSI. Pending Applications

SKGF Ref.	Mark	Class	1st Use Date	Application No.	Filing Date
1853.0020000	SPEAKOUT.COM	42	ITU	75/782,727	08/23/99
1853.0030000	SPEAKOUT	42	ITU	75/782,730	08/23/99
1853.0040000	SPEAKOUT	36 & 42	ITU	75/822,739	10/14/99
1853.0150000	MYGURL.COM	42	ITU	75/917,009	02/10/00
1853.0180000	Speakout.com Logo	42	ITU	75/860,918	12/01/99
1853.0260000	SPEAKOUT.EASYMAIL	42	Use 2/21/00	76/006,080	3/21/00
1853.0270000	SPEAKOUT.HELPOUT	42	Use 4/4/00	76/070,603	06/15/00
1853.0310000	SPEAKOUT.SIGNHERE	35	Use 02/21/00	76/006,081	3/21/00
1853.0320000	SPEAKOUT.TALK	38	Use 03/24/00	76/046,144	05/11/00
1853.0330000	SPEAKOUT.OPINIONS	35	Use 02/21/00	76/006,079	3/21/00
1853.0340000	SPEAKOUT.GOVSEEK	35	Use 02/21/00	76/006,082	3/21/00
1853.0360000	 LAUGH OUT LOUD	41	USE 02/09/00	76/046,147	05/11/00
1853.0410000	ACTIVISM POWERED BY SPEAKOUT.COM	41 & 36	USE	76/100,839	7/25/00
1853.0440000	NTERCEPT.COM & Logo	C	C	76/100,840	7/25/00
1853.0450000	VOTEMATCH	tbd	USE	76/100,826	7/25/00
1853.0460000	NTERCEPT	42	ITU	76/095,426	7/25/00
1853.0480000	SPEAKOUT. BE HEARD.	42	Use 11/1999	76/056,755	05/19/00

::OC:10/13/00

The following trademarks or filings were acquired during the transaction with VoxCap:

Trade Marks & Registrations

VOXCAP	Ser. No. 75/715,946
VOXCAP.COM	Ser. No. 75/716,125
VOXCAPITAL	Ser. No. 75/716,491
VOXCAPITAL.COM	Ser. No. 75/715,945
INTELLECTUALCAPITAL.COM	Ser. No. 75/107,974
POLITICSTODAY	Ser. No. 75/649,232
A2S2	Ser. No. 74/730,987
A2S2	Ser. No. 75/730,985
POLICY EXCHANGE	Ser. No. 75/443,724
CONNECTED	Ser. No. 75/073,728
POLICY STREET	Ser. No. 74/440,093
POLICY STREET	Ser. No. 74/441,123
THE POLICY.COMMUNITY ONLINE	Ser. No. 75/289,718

II. Registrations

None from Speakout.com

The following were acquired as a result of the transaction with VoxCap:

A2S2	Reg. No. 2,060,487
POLICY STREET	Reg. No. 1,999,786
WASHINGTON TODAY	Reg. No. 2,245,226
INTELLECTUAL CAPITAL EXCHANGE	Reg. No. 1,633,174
Miscellaneous Design (IntellectualCapital.com Logo)	Reg. No. 2,073,809
ECHOS OF HISTORY	Reg. No. 2,230,292
TODAY'S IDEAS... TOMORROW'S POLICIES	Reg. No. 2,154,927

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