

01-16-2001

12/28/00



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Box Assignments
Commissioner of
Patents and
Trademarks
Washington DC 20231

CERTIFICATE OF MAILING

I hereby certify that this correspondence and any documents indicated as being enclosed therein are being deposited with United States Postal Service as first class mail in an envelope addressed to "Box Assignments, Commissioner of Patents and Trademarks, Washington DC 20231"

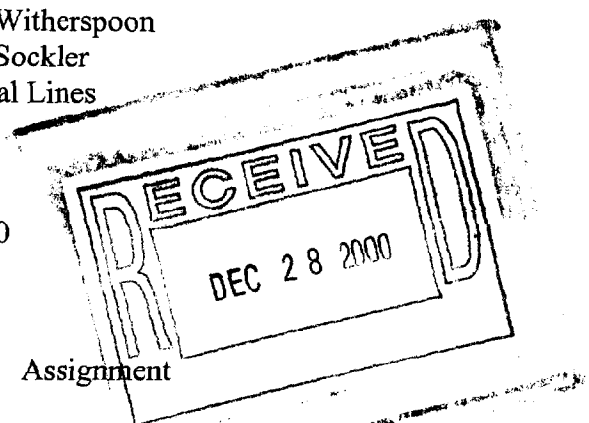
21 December 2000

Date of Deposit

Jean A. Burns
Jean A. Burns

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

- Name of Conveying Party(s): Larry Witherspoon
Carin Sockler
Marshal Lines
- Name and Address of Receiving Party(s):
Name: Verio Inc.
Address: 8005 S. Chester St., Suite 200
Englewood, CO 80112
Type of entity: Delaware Corporation
- Nature of Conveyance: Assignment
Execution Date: 12/3/99
- Application Number(s) and/or Registration Numbers: 2,113,283
- Name and Address of Party to Whom Correspondence Concerning Document Should Be Mailed:
J. Owen Borum
Gibson, Dunn & Crutcher, LLP
1801 California, Suite 4100
Denver, CO 80202
- Total Number of Applications and/or Registrations Involved: 1
- Total Fee: \$40.00 Enclosed (Check No. 42905)
- 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.
Dated: 12-21-00
Peter F. Weinberg
Peter F. Weinberg, Reg. No. 40,866



Enclosed: Agreement/Assignment (5 pages), Check No. 42905, postcard receipt
Atty. Docket: 94518-00078

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AGREEMENT

THE AGREEMENT is made between Verio Inc., a Delaware corporation, with a business address of 8005 S. Chester St., Suite 200, Englewood, CO 80112, (hereinafter VERIO), and Larry Witherspoon, Carin Sockler, and Marshal Lines (hereinafter, collectively, SELLER).

WHEREAS, SELLER is the owner of the service mark A1 ACCESSONE, the goodwill of the business associated with said mark, the federal registration of the mark (in stylized form), the domain name accessone.com and the trade name "ACCESS ONE, INC."; and

WHEREAS, VERIO wishes to acquire all of the aforementioned properties from SELLER; and

NOW THEREFORE, it is hereby agreed by the parties as follows:

1. In consideration of the sum of One Hundred Thousand (\$100,000) U.S. Dollars to be paid to SELLER by VERIO, SELLER agrees to assign and transfer unto VERIO, forthwith, all of its rights, title and interest in and to the following properties:

a) All of SELLER's rights in the service mark A1 ACCESSONE throughout the world, together with any and all good will associated with said mark;

b) The U.S. service mark registration of said mark A1 ACCESSONE, Reg. No. 2,113,283.

c) The domain name accessone.com, and the registration thereof, together with any and all goodwill associated with said domain name;

d) Any other domain name(s) including the term "accessone" or any term likely to be confused with the term "accessone", whether such domain names are acquired before or after the execution of this Agreement, and SELLER agrees to execute whatever document(s) are required to assign and transfer such after acquired domain names upon the request of VERIO, provided that nothing in this Section (d) shall be interpreted to impose any obligation unto SELLER as to domain names in which SELLER does not ever have any right, title, or interest;

e) All of SELLER's rights in the trade name "ACCESS ONE, INC." throughout the world, together with any and all goodwill associated with said name;

2. With regard to the federal service mark registration of 2,113,283, SELLER agrees to provide VERIO with a duly executed Assignment of said registration on the form attached hereto as Exhibit A, and any goodwill associated with the mark.

3. SELLER agrees that as a result of the aforementioned transactions, VERIO or its designees shall be the sole owner of all of the properties described in Section 1.

4. This agreement shall be effective throughout the world and it shall be governed by and construed under the laws of the State of Colorado, without recourse to its principles of conflict of law. The parties agree to submit to the jurisdiction of the state or federal courts located within Colorado in the event of any dispute concerning the performance, interpretation or breach of this agreement.

5. This agreement shall ensure to the benefit of and be binding upon the parties hereto, their successors, assigns, licensees and any related or affiliated companies under their control.

6. This agreement may be amended only by an instrument in writing signed by all of the parties hereto.

7. Neither party may waive any of its rights or said obligations of the other party or said provisions of this agreement except by an instrument in writing signed by the party.

8. This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof.

9. SELLER agrees to execute any and all other documents that may reasonably be required in order to complete or perfect the transfer of the aforementioned properties to VERIO or its designee.

10. Upon the request of VERIO, SELLER agrees to execute any Network Solutions, Inc. Registrant Name Change Agreement or any other agreement, to promptly respond to any NSI or other competent authority request(s) related to the transfer of the domain name accessone.com, and to take any other action which may be necessary or helpful to VERIO in order to effectuate the assignment and transfer of the properties identified in Section 1.

11. SELLER warrants it the sole owner of all the properties described in Section 1 and that it has the authority to comply with all of the provisions of this Agreement.

12. VERIO agrees to forward email sent to the email addresses identified in Exhibit B attached hereto as directed by SELLER for a period of 99 years after the date upon which VERIO executes this Agreement.

13. VERIO agrees to allow SELLER to continue to use the electronic mail addresses set forth on Exhibit B for a period of 99 years. SELLER agrees to notify webmaster@verio.net if it no longer desires to use any of the electronic mail addresses set forth on Exhibit B.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by the duly authorized officers and the corporate seals of the companies to be hereunto affixed, as set forth below.

SELLER

Larry Witherspoon

Larry Witherspoon

Dated: 12/2/99

Carin Sockler

Carin Sockler

Dated: 12-3-99

Marshal Lines

Marshal Lines

Dated: 12-3-99

VERIO INC.

Sam Crosby

Printed Name: Sam Crosby

Title: Vice President, Corporate Development

Dated: 12/10/99

EXHIBIT A

Assignment of Trademark and Trademark Registration

WHEREAS, ASSIGNORS Larry Witherspoon, Carin Sockler, and Marshal Lines, (hereinafter "ASSIGNORS") are the owner of United States trademark registration no. 2,113,283 (hereinafter the "Registration") for the registration of the mark A1 ACCESSONE (in stylized form) (hereinafter the "Mark"); and

WHEREAS, VERIO INC., a Delaware corporation having an address of 8005 S. Chester St., Suite 200, Englewood, CO 80112 (hereinafter "Assignee") is desirous of acquiring any and all rights that ASSIGNORS may have in and to said Mark and said Registration therefor, together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof,

NOW, THEREFORE, by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS do hereby assign unto Assignee all right, title and interest in and to said Mark and the Registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof. ASSIGNORS represent that Assignee is a successor to the business of the ASSIGNORS, or portion thereof, to which the Mark pertains, if and to the extent that business is ongoing and existing.

ASSIGNORS agree to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all ASSIGNORS' rights, title, and interest in and to said marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of ASSIGNORS.

ASSIGNORS

Larry Witherspoon

12/2/99

Carin Sockler

12-3-99

By:

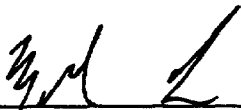
Name: Larry Witherspoon

Date:

By:

Name: Carin Sockler

Date:

By: 
Name: Marshal Lines
Date: 12-3-99

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