

RE
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02-05-2001

Docket No.:

06800-425



101604013

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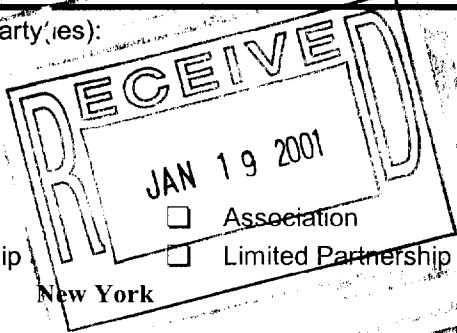
To the Honorable Commissioner of Patents and Trademarks

Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

1-19-01
1-800-Reachme LLC

- Individual(s)
- General Partnership
- Corporation-State New York
- Other



Additional names(s) of conveying party(ies) Yes No

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

Name: Me.net Network, Inc.

Internal Address: _____

Street Address: 114 West 26th Street

City: New York State: NY ZIP: 10001

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Nunc Pro Tunc Assignment

Resubmission ID: 101493491
Execution Date: 1/12/2001

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

A. Trademark Application No.(s)

75/667,557 75/679,362
75/679,120 75/719,086
75/679,122

Additional numbers

B. Trademark Registration No.(s)

2,234,726
2,279,310

Yes No

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

Name: Michael R. Graif

Internal Address: Chadbourne & Parke LLP

Street Address: 30 Rockefeller Plaza

City: New York State: NY ZIP: 10112

6. Total number of applications and registrations involved:.....

7

7. Total fee (37 CFR 3.41):.....\$ \$190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-1240

02/02/2001 DBYRNE 00000141 031240 75667557

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 150.00 CH

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.

Michael R. Graif

Name of Person Signing

Signature

January 16, 2001

Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

10-20-2000



101493491

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

ORIGINAL

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type 10-3-00

New

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
Effective Date
Month Day Year _____

Merger

Change of Name

Other _____

Conveying Party Mark if additional names of conveying parties attached

Name 1-800-Reachme LLC Execution Date
Month Day Year 05 01 2000

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Corporation

Citizenship/State of Incorporation/Organization New York

Receiving Party Mark if additional names of receiving parties attached

Name ME!net Network, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1301 Avenue of the Americas

Address (line 2) 13th Floor

Address (line 3) New York NY 10019
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New York

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.)

10/20/2000 5TOR11 00000025 75719006

01 PG:481 40.00 UP

02 PG:482 150.00 UP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS NUNC PRO TUNC ASSIGNMENT effective the 1st day of July, 1999, from 1-800 Reachme LLC ("Assignor"), a New York corporation with its principal address at 1301 Avenue of the Americas New York, New York 10019 , to ME.net Network, Inc ("Assignee"), a Delaware Corporation with its principal address at 114 West 26th Street New York, New York 10001

W I T N E S S E T H :

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trade marks and trade mark applications set forth in the Schedule A attached hereto (the "Trade Marks");

WHEREAS, Assignee desires to obtain Assignor's entire right, title and interest in and to the Trade Marks in all territories worldwide;

NOW, THEREFORE, for the sum of One Dollar (\$1.00) US, and other good and valuable consideration, the receipt

and sufficiency whereof is hereby acknowledged, Assignor has agreed to sell and hereby sells, assigns, transfers, conveys and sets over unto Assignee and its successors and assigns, the entire right, title and interest in and to the Trade Marks, together with the goodwill of the business symbolized by these marks, to be held and enjoyed by Assignee, and its successors and assigns, for their own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, including, without limitation, the right to apply for, maintain and renew the registration of all the Trade Marks, the right to recover for past infringement and to make application or institute suit therefor.

Assignor hereby authorizes Assignee to apply for and obtain the recordation of this Assignment.

Assignor agrees that it shall, without further consideration, promptly and duly cause to be performed such lawful acts and execution of any other documents as Assignee may reasonably request in order for Assignee to obtain the full benefit of this Assignment and to permit

Assignee to be duly recorded in each office, bureau and tribunal in the appropriate jurisdiction as the registered owner or proprietor of each of the rights hereby assigned. Such instruments and documents shall include, without limitation, affidavits, including affidavits of use, and other documents for filing in such jurisdictions as Assignee may from time to time reasonably request.

Assignor hereby represents and warrants that he has the full right to convey the entire interest herein assigned, that there are no rights and interests outstanding inconsistent with the rights and interests granted herein, and that Assignor shall not execute any instrument or grant or transfer any rights or interests inconsistent herewith.

AND it is further covenanted and agreed that Assignor shall, at any time upon request, communicate to said Assignee, its successors, assigns or other legal representatives, any facts relating to the Trade Marks and the history thereof known to said Assignor and testify as to the same in any legal proceeding when requested to do so, sign all lawful papers, execute all other necessary

assignment papers to cause the Trade Marks to be issued to Assignee, make all rightful oaths and generally do everything necessary or desirable to aid said Assignee, its successors and assigns, to obtain, perfect title in and enforce proper protection for the Trade Marks in the United States and in any and all foreign countries.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed by its proper officer thereunto duly authorized, and its corporation seal to be affixed by like authority, this 12 day of January, 2001.

1-800-Reachme LLC

By: _____

(Title)

CFV.

(SEAL)

SCHEDULE A

[LIST OF TRADEMARK APPLICATION NOS./REGISTRATION NOS.

ASSIGNED BY 1-800-Reachme LLC]

75/667,557

75/679,120

75/679,122

75/679,362

75/719,086

2,234,726

2,279,310

ACKNOWLEDGEMENT

State of NY)
) ss.:
County of)

On the 12th day of January, 2001, before me personally came Hoh Koo Au Yeung, to me known, who, being by me duly sworn, did depose and say that he resides at 114 West 26 St. NY, NY 10001; that he is the GFO of 1-800-Reachme LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marguerite A. Moloney
Notary Public
My Commission Expires:
(SEAL)

MARGUERITE A. MOLONEY
Notary Public, State of New York
No. 01MO4726412
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires July 31, 2002