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U.S. Department of Commerce
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101671983

3-26-01

**RECORDATION FORM COVER SHEET
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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 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 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

04/11/2001 6TON11 00000005 75733089

01 FC:401 40.00 DP
02 FC:402 25.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
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Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

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Correspondent Name and Address

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Name

Address (line 1)

Address (line 2)

Address (line 3)

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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="75/733089"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/044362"/>	<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.

Karen A. McGee

3/26/01

Name of Person Signing

Signature

Date Signed

FORM OF BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as February 23, 2001, by GlobalStreams.com, Inc., a Delaware corporation ("Seller"), having offices located at 35 Maryland Plaza, St. Louis, MO 63108, in favor of Play Streaming Media Group, Inc., a California corporation ("Buyer"), having offices located at 5900 Hollis Street, Suite R1, Emeryville, CA 94608. Capitalized terms not otherwise defined in this Agreement shall have the meaning given them in that certain Asset Purchase Agreement dated of even date herewith, by and among Buyer and Seller (the "Asset Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to and in connection with the Asset Purchase Agreement, Seller has agreed to convey, sell, transfer, assign and deliver to Buyer each and all of the Purchased Assets for good and valuable consideration received by Seller from Buyer; and

WHEREAS, in partial consideration for the conveyance, sale, transfer, assignment, and delivery of the Purchased Assets, the Asset Purchase Agreement requires Buyer to assume and hold Seller harmless from and against certain obligations and liabilities of Seller.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, at the Closing, Seller hereby conveys, sells, transfers, assigns and delivers to Buyer, its successors and assigns or other legal representatives, and Buyer hereby purchases from Seller, all rights, title and interests of Seller at the Closing in and to the Purchased Assets (as set forth in Section 1.1 of the Asset Purchase Agreement), including, but not limited to, the following Marks together with the goodwill of the Business symbolized by the Marks and the applications for registration thereof filed with the U.S. Patent & Trademark Office:

Trademark for "GLOBALSTREAMS.COM"

Application Serial No. 75-733089; Filing Date June 21, 1999

Trademark for "MYSTREAMS.COM"

Application Serial No. 76-044362; Filing Date May 9, 2000

The said interests in the Purchased Assets (including the Marks above and the applications therefor) are the entire ownership interests in the Purchased Assets (including the Marks above and the applications therefor) to be held and enjoyed by Buyer, its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this sale, transfer and assignment had not been made.

2. Notwithstanding the foregoing, Seller does not hereby convey, sell, transfer, assign or deliver to Buyer any of Seller's rights, title and interests in and to any of the Excluded Assets (as set forth in Section 1.2 of the Asset Purchase Agreement).

3. Seller hereby warrants and represents that (i) Seller is the lawful owner of the Purchased Assets (including the Marks above and the applications therefor); (ii) Seller has the full right and power to sell, transfer, assign and deliver the Purchased Assets (including the Marks above and the applications therefor); (iii) that title to the Purchased Assets (including the Marks above and the applications therefor) is hereby vested in Buyer free and clear of all Liens; and (iv) except as disclosed in the Seller Disclosure Letter, Seller has no knowledge of any adverse claim to or in the Purchased Assets (including the Marks above and the applications therefor).

4. Buyer does hereby assume and agree to pay when due, perform and discharge in accordance with the terms thereof, and to hold Seller harmless from, the liabilities of Seller assumed by Buyer that are listed on Schedule 2.1 of the Asset Purchase Agreement (the "Assumed Liabilities"). Buyer is assuming no liabilities or obligations of Seller except for the Assumed Liabilities. The assumption by Buyer of the Assumed Liabilities hereunder shall in no way expand the rights or remedies of any third party against Buyer or Seller as compared to the rights and remedies which such third party would have had against Seller had Buyer not assumed such liabilities. Without limiting the foregoing, the assumption by Buyer of the Assumed Liabilities shall not create any third party beneficiary rights.

5. Each party covenants to the other party, and its successors and assigns, that such party will at any time and from time to time at the request of the other party duly execute and deliver, or will cause to be executed and delivered, all such further acts, transfers, assignments, novations, conveyances, powers of attorney and assurances as the other party may reasonably request to effect the conveyance, sale, transfer, assignment and delivery of the Purchased Assets (including the Marks above and the applications therefor) and assumption of the Assumed Liabilities.

6. Seller hereby constitutes and appoints Buyer, its successors and assigns, as the true and lawful attorney of Seller with full power of substitution, in the name of Seller but on behalf of and for the benefit of Buyer and its successors and assigns, to collect the items being transferred to Buyer as provided herein, to endorse, without recourse, checks, notes and other instruments in respect of such items in the name of Seller, to institute and prosecute, in the name of Seller or otherwise, all proceedings that Buyer may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in or to the Purchased Assets as provided herein, to defend and compromise any and all actions, suits or proceedings in respect of any of the Purchased Assets and to do all such acts and things in relation thereto as Buyer may deem advisable. Seller agrees that the foregoing powers are coupled with an interest in favor of Buyer and shall be irrevocable by Seller directly or indirectly in any manner or for any reason. Seller further agrees that Buyer shall retain for its own account any amounts collected pursuant to the foregoing powers, and Seller shall pay to Buyer, if and when received, any amounts that shall be

received by Seller on or after the date hereof in respect of the Purchased Assets as provided

herein.

7. Notwithstanding anything in this Agreement to the contrary, any claim, contract, license or commitment shall not be assigned hereby if an attempted assignment of the same without the consent of the other party or parties thereto would affect adversely the rights purported to be transferred hereby and if such consent is not obtained. Seller covenants and agrees that in such event the beneficial interest in and to any such properties or assets shall pass hereby to Buyer, and Seller covenants and agrees (i) to hold and hereby declares that it holds any and all such properties and assets in trust for the benefit of Buyer, its successors and assigns; (ii) to cooperate with Buyer to obtain and secure all consents that may be necessary to effect a full and valid transfer or transfers of the same; (iii) to make or complete such transfer or transfers as soon as reasonably possible; and (iv) to cooperate with Buyer in any assignment or other reasonable arrangement designed to provide for Buyer the benefits of and under any such claim, contract, license or commitment.

8. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

9. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by any party without the prior written consent of the other party; provided, however, that nothing in this Agreement is intended to limit Buyer's ability to assign or to transfer any of the Purchased Assets (including the Marks above and the applications therefor) following the date hereof.

10. This Agreement and the legal relations among the parties hereto will be governed by and construed in accordance with the laws of the State of California.

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

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale, Assignment and Assumption Agreement as of the day and year above first written.

BUYER:

PLAY STREAMING MEDIA GROUP, INC.

By: 

Name: Edward Briscoe

Title: President and Chief Executive Officer

SELLER:

GLOBALSTREAMS.COM, INC.

By: _____

Name: Michael Rechan

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale, Assignment and Assumption Agreement as of the day and year above first written.

BUYER:

PLAY STREAMING MEDIA GROUP, INC.

By: _____
Name: Edward Briscoe
Title: President and Chief Executive Officer

SELLER:

GLOBALSTREAMS.COM, INC.

By: Michael T. Rehan
Name: Michael Rehan
Title: Chief Executive Officer