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Name of conveying party(ies):

Evite, Inc.
Individual(s)
General Partnership
Corporation-State: California
Other
Additional name(s) of conveying party(ies) attached? Yes No

03-22-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #26

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3. Nature of conveyance:
Assignment
Security Agreement
Other
Merger
Change of Name

Execution Date: March 8, 2001

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State: Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/821,612 and 75/681,230

B. Trademark Registration No.(s) None

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Catherine H. Tran
Internal Address: Perkins Coie LLP
Street Address: 1201 Third Avenue, Suite 4800
City: Seattle State: WA ZIP: 98101

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 65.00
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Charge any additional fees/credit any overpayment to Deposit Account No. 50-0665
8. Deposit account number:
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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.

Catherine H. Tran

Catherine H. Tran (Signature)

March, 2001

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Date

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03-22-2001

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**Exhibit D
to Asset Purchase Agreement**

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Agreement") dated as of March 8, 2001 is made by and between Evite, Inc., a California corporation having a place of business at 350 Florida Street, San Francisco, CA 94110 ("Assignor"), and Ticketmaster (formerly known as Ticketmaster Online-Citysearch, Inc.), a Delaware corporation having a place of business at 3701 Wilshire Boulevard, Los Angeles, California 90010 ("Assignee").

RECITALS

WHEREAS, Assignor has common law rights in the trademarks that are the subject of this Assignment and is the owner of the trademark registrations and pending trademark applications set forth in Annex A attached hereto and incorporated herein by reference (all of such trademarks, registrations and applications for registration are herein referred to as the "Trademarks");

WHEREAS, Assignee desires to acquire said Trademarks and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, effective as of the Closing (as that term is defined in that certain Asset Purchase Agreement dated of even date herewith by and among Assignor and Assignee), Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the marks, and the above identified registrations/applications thereof.

This Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, and assigns, whether by merger or consolidation or otherwise, and upon and to the benefit of their respective present and future affiliated and subsidiary companies and licensees.

[Remainder of page intentionally left blank.]

Annex A
to Assignment of Trademarks
Trademark Registrations
and Applications Therefor

<u>Trademark</u>	<u>Class</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
EVITE/Australia	42	810093	10/12/99		
EVITE/Canada		1,032,267	10/13/99		
EVITE/European Union	35,38,42	001339506	11/10/99		
EVITE/Japan	42	H11-092275	10/13/99		
EVITALS/U.S.	42	75/821,612	10/13/99		
EVITE/U.S.	42	75/681,230	04/13/99		
EVITE/Benelux	35,38,42			0656334	07/28/99