

04-20-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. 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 RcptDt. #26

Name and address of receiving party(ies):

Name: **Ticketmaster**
Internal Address:
Street Address: **3701 Wilshire Boulevard**
City: **Los Angeles** State: **California** ZIP: **90010**
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State **Delaware**
 Other

3. Nature of conveyance:

Assignment
 Security Agreement
 Other
 Merger
 Change of Name

3-22-01

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

Execution Date: **March 8, 2001**

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**
 Enclosed
 Authorized to be charged to deposit account
 Charge any additional fees/credit any overpayment to Deposit Account No. 50-0665

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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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

March, 2001

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet, attachments and document: **4**

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03-22-2001

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

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.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment of Trademarks as of the date first above written.

EVITE, INC.

Josh Silverman
Josh Silverman, President

STATE OF)
) ss.
COUNTY OF)

On the 9th day of March, 2001, before me personally appeared Josh Silverman, the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he/she is the CEO of Evite, the corporation described in and which executed the foregoing instrument, that he/she has signed said instrument as a free act on behalf of said corporation, and that he/she has the authority to act on behalf of, and bind, said corporation.

SUBSCRIBED AND SWORN to before me on the date stated above.

Willette Marie Moore

NOTARY PUBLIC in and for the State of California, residing at San Francisco

My Appointment Expires: Nov. 4, 2004



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