

04-27-2001



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

04-11-2001

U.S. Patent & TMO/c/TM Mail Rpt Dt: #73



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

4.11.01

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

Submission Type

New

Resubmission Document ID # _____ (Non-Recordation)

Correction of PIO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

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

76048743

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

04/26/2001 AAHMED1 00000324 76048743

01 FC:481 40.00 00

02 FC:482 300.00 00

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
REEL: 002284 FRAME: 0142**

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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
See attached Schedule A

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="76/048,743"/>	<input type="text" value="76/035,721"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="2,348,498"/>	<input type="text" value="2,380,455"/>	<input type="text" value="2,356,738"/>
<input type="text" value="2,299,635"/>	<input type="text" value="2,295,498"/>	<input type="text" value="2,177,219"/>
<input type="text" value="2,049,911"/>	<input type="text" value="2,133,005"/>	<input type="text" value="2,367,616"/>

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.

Jess B. Frost
Name of Person Signing


Signature

April 9, 2001
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

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Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

Registration Number(s)

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into as of January __, 2001, by and between HearMe, a Delaware corporation ("Assignor"), and GameSpy Industries, Inc., a California corporation ("Assignee").

WHEREAS, Assignor has adopted, retains the sole rights to, used and is using the trademarks and the United States trademark registrations and applications for registration, the unregistered trademarks, and the foreign trademark registrations and applications for registrations identified on Schedule A (collectively, with all variations thereof, the "Marks"),

WHEREAS, Assignor is a party to that Asset Purchase Agreement dated as of December 18, 2000 (the "Agreement") by and between Assignor and Assignee;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign, sell and transfer unto said Assignee all right, title and interest in and to the said Marks, together with (a) the registrations of and registration applications for said Marks, (b) the goodwill of the business symbolized by and associated with said Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to income, royalties, payments, profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.

Assignor hereby irrevocably appoints Assignee attorney-in- fact, with full power and authority to do all such acts and things, and to execute, acknowledge, deliver, file, register and record all such documents in the name and on behalf of Assignor, as Assignee may deem necessary or proper in the premises to accomplish such assignment.

Assignee is hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings under or concerning said Marks and any infringement thereof, or interference with any of the rights hereby granted thereunder, in its own name or in the name of Assignor, but at the expense of Assignee, and, at its option, Assignee may join Assignor as a party plaintiff or defendant in any such suit, action or proceeding.

Assignor authorizes and requests the United States Patent and Trademark Office and similar foreign offices to record Assignee as the assignee and owner of all applications and registrations included in the Marks sought or secured now or hereafter. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration or any applications for renewal of a registration covering the Marks; (2) in the prosecution or defense of any trademark office proceedings, infringement, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks or this Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in

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effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

This Trademark Assignment is subject in all respects to the terms and conditions of the Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede any of the covenants, agreements, representations or warranties of Assignor or Assignee contained in the Agreement.

[Remainder of this page intentionally left blank]

ASSIGNEE:

GameSpy

By: _____
Name:
Title

ASSIGNOR:

Hearme

By: _____
Name: Robert A. Csongor
Title: Chief Executive Officer

ASSIGNEE:

GameSpy

By: MARK SEXTAS
Name: MARK SEXTAS
Title: PRESIDENT AND CEO

ASSIGNOR:

Hearme

By: _____
Name:
Title:

Schedule A

The name "Mplayer," a registered trademark in the United States (No. 2933005 dated July 28, 1998), Canada, the European Community (No. 814970 dated July 1, 1999) and Tunisia

The name "Mplayer.com," a published trademark in the United States and a filed trademark in Canada.

The stylized "M" design for the Mplayer.com and Mplayer Entertainment Network logos, a filed trademark in the United States.

The "Wanna Play?" tagline, registered in the United States (No. 2177219 dated July 28, 1998).

The name and stylized logo for Global Rankings.

Active Community(tm)

Gizmo Game Player(tm)

It's About People(tm)

Earth's Free Multiplayer Game Service(tm)

Mplay(tm)

All other trade names, trademarks, service marks, logos or slogans related to the multiplayer or online game service and voice chat communities operated by or for Assignor, including the business segment entitled "Live Communities," Assignor's affiliate network, the collection of web sites and web pages related to gaming, and the Global Rankings services. Notwithstanding the foregoing, all trade names, trademarks, service marks, logos or slogans related to the Roger Wilco technology service and product.

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