

06-05-2001



101739677

To the Director of the U.S. Patent and Trademark Office

Original documents or copy thereof.

1. Name of conveying party(ies):

Brian A. HOLT, Trustee for the Bankruptcy Estate of E-ZONE NETWORKS, INC.

- Individual
- General Partnership
- Corporation-State
- Other: Trustee for the Bankruptcy Estate of E-ZONE NETWORKS, INC.

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

Name and address of receiving party(ies):

Name: CLUBCOM, INC.

Address: Six Penn Center West

City: Pittsburgh State: PA Zip: 15276

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 3, 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 patent number(s)

A. Trademark Application No(s).

75/794,971; 75/268,309; 75/363,997

B. Trademark Registration No(s).

2,424,559

Additional numbers attached? Yes No

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

Name: Jody L. Burtner, Senior Paralegal

REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230-0488

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6)): \$215.00

- Enclosed
- Authorized to be charged to deposit account
- Charge any deficiency to deposit account

8. Deposit account number:

18-0582

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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 and copy of the original document.

Jody L. Burtner, Senior Paralegal
Name of Person Signing

[Signature]
Signature

May 29, 2001
Date

Total number of pages including cover sheet, attachments, and document: 9

1.A Additional Conveying Party(ies) Name(s) To Be Recorded

4.A Additional Trademark Application Serial Numbers To Be Recorded

75/364,063 75/672,965 75/691,044 75/672,964

4.B Additional Trademark Registration Numbers To Be Recorded

ASSIGNMENT OF MARKS

This Assignment of Marks, effective this 3rd day of

MAY, 2001, is by and between Brian A. Holt, Trustee for the Bankruptcy Estate of E-ZONE NETWORKS, INC. (a Delaware corporation and debtor in Chapter 7 Bankruptcy before the United States Bankruptcy Court for Northern District Court of California. Case No. 01-30261-HTC-7), having an address of One Nob Hill Circle, San Francisco, CA 94108, (hereinafter referred to as "ASSIGNOR") and CLUBCOM, INC., a Delaware corporation, having a business address of Six Penn Center West, Pittsburgh, PA 15276 ("ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an Agreement of Purchase and Sale dated April 27, 2001 ("Purchase Agreement") pertaining to the sale and purchase of certain assets of E-ZONE NETWORKS, INC., including but not limited to any and all rights, title and interest in the trademarks of E-ZONE NETWORKS, INC. including registrations and applications pertaining thereto;

WHEREAS, pursuant to said Purchase Agreement and an Order Confirming Trustee's Sale to Clubcom, Inc. of the United States Bankruptcy Court for the Northern District of California dated April 27, 2001, ASSIGNOR will assign, and ASSIGNEE will acquire any and all right, title and interest in and to the trademarks and service marks of E-ZONE NETWORKS, INC., (hereinafter collectively referred to as "trademarks"); including any and all registrations and applications pertaining thereto;

WHEREAS, ASSIGNEE has identified in **Schedule A** attached hereto a list of the trademarks of E-ZONE NETWORKS, INC. and registrations and applications pertaining thereto (ASSIGNOR makes no representation or warranty as to the truth, accuracy or completeness of Schedule A);

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE any and all rights, title, interest

and goodwill in and to the trademarks of E-ZONE NETWORKS, Inc., together with the goodwill associated with the trademarks, including any and all registrations and applications pertaining thereto, and any common law rights, including any and all prior causes of action and damages relating thereto, worldwide.

ASSIGNOR HEREBY COVENANTS that upon the reasonable request of ASSIGNEE, ASSIGNOR agrees to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits reasonably necessary to confirm and perfect the transfer of such rights, title, and interest in and to ASSIGNEE. Any and all reasonable expenses incurred by ASSIGNOR in connection with its obligations under this paragraph shall be paid by the ASSIGNEE.

ASSIGNOR – Bankruptcy Trustee for E-ZONE NETWORKS, INC.

By: Brian A. Holt
Brian A. Holt, as Trustee for the Chapter 7 Bankruptcy Estate of E-ZONE NETWORKS, INC.

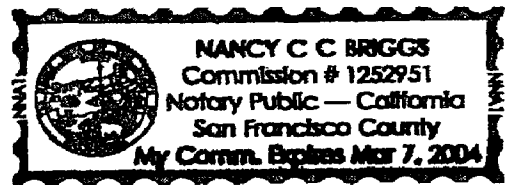
STATE OF CALIFORNIA)
COUNTY OF San Francisco)

On May 3, 2001, before me, the undersigned, a Notary Public, personally appeared Brian A. Holt personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Nancy C C Briggs (SEAL)

ASSIGNEE hereby accepts this Assignment of Marks.



ASSIGNEE

CLUBCOM, INC.

By: Thomas G. Lapcevic
Thomas G. Lapcevic, CEO

SCHEDULE A
to
Assignment of Marks
by and between

Brian A. Holt, Trustee for the Bankruptcy Estate of E-ZONE NETWORKS, INC.

and

Clubcom, Inc.

MARK	COUNTRY	FILING DATE AND SERIAL NO.	REG. DATE AND REG. NO.	INTERNATIONAL CLASS
E AND DESIGN	CANADA	9/30/99 1030821		9, 25, 38, 41
E-ZONE	CANADA	9/25/96 824878	10/25/00 TMA535683	9
E-ZONE	CANADA	9/29/99 1030604		18, 25, 38, 41
E-ZONE ENTERTAINMENT SYSTEMS AND DESIGN	CANADA	9/25/96 824877 (ABANDONED)		9
I DATA	CANADA	11/14/96 828788 (ABANDONED)		9
E AND DESIGN	CHINA	10/8/99 9900119084	1/7/01 1503811	38
E AND DESIGN	CHINA	10/8/99 9900119086	2/14/01 1521386	25
E AND DESIGN	CHINA	10/8/99 9900119087		9
E AND DESIGN	CHINA	10/8/99 9900119085	12/21/00 1495805	41
E-ZONE	CHINA	10/10/99 9900119752	1/21/01 1509286	25
E-ZONE	CHINA	3/27/97 970026465	6/14/98 1183600	9
E-ZONE	CHINA	10/10/99 9900119754	11/7/00 1471810	41

MARK	COUNTRY	FILING DATE AND SERIAL NO.	REG. DATE AND REG. NO.	INTERNATIONAL CLASS
E-ZONE	CHINA	10/10/99 9900119753	11/7/00 1471989	38
E AND DESIGN	CTM	9/27/99 1323963	12/20/00 1323963	9, 25, 38, 41
E-ZONE	CTM	3/21/97 497701	1/5/00 497701	9, 38, 41
E-ZONE	CTM	9/27/99 1323096		25
E AND DESIGN	JAPAN	10/6/99 89963/99		9, 25, 38
E-ZONE	JAPAN	3/24/97 30468/97		9
E-ZONE	JAPAN	10/6/99 89964/99		25, 38, 41
E-ZONE	SOUTH KOREA	3/24/97 97-13158	6/25/98 406399	39 LOCAL
E AND DESIGN	MEXICO	9/30/99 393037	7/25/00 664183	9
E AND DESIGN	MEXICO	9/30/99 393040	1/28/00 639536	41
E AND DESIGN	MEXICO	9/30/99 393038	1/26/00 638557	25
E AND DESIGN	MEXICO	9/30/99 393039	2/24/00 643101	38
E-ZONE	MEXICO	3/25/97 290791	7/31/97 555049	9
E-ZONE	MEXICO	9/30/99 393042	10/29/99 632372	38
E-ZONE	MEXICO	9/30/99 393041	6/27/00 661090	25
E-ZONE	MEXICO	9/30/99 393043	3/29/00 648407	41
E AND DESIGN	U.S.	4/6/99 75/677023	1/30/01 2424559	9, 25

MARK	COUNTRY	FILING DATE AND SERIAL NO.	REG. DATE AND REG. NO.	INTERNATIONAL CLASS
E AND DESIGN	U.S.	9/9/99 75/794971		38, 41
E-ZONE	U.S.	4/6/97 75/268309		9
E-ZONE	U.S.	9/26/97 75/363997		25
E-ZONE	U.S.	9/26/97 75/364063		25
THE E-ZONE NETWORK	U.S.	4/1/99 75/672965		9, 25, 38, 41
THE PERSONAL ENTERTAINMENT SYSTEM	U.S.	4/26/99 75/691044		25
THE POWER TO KEEP GOING	U.S.	4/1/99 75/672964		9, 25
E-ZONE	U.S.			21
E-ZONE	U.S.			24
I DATA	U.S.			9
CLUBTV	U.S.			
E ZONE NETWORKS (STYLIZED)	U.S.			
E-LINK	U.S.			
ETV	U.S.			
EMUSIC	U.S.			
ONE ON ONE	U.S.			
E-ZONE VIDEO EDUCATION LIBRARY	U.S.			
CLUB ZONE	U.S.			
THE ACTIVE LIFESTYLE NETWORK	U.S.			

MARK	COUNTRY	FILING DATE AND SERIAL NO.	REG. DATE AND REG. NO.	INTERNATIONAL CLASS
E-ZONE SONG LIBRARY	U.S.			
E-ZONE RADIO	U.S.			

[End of Schedule A]

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