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FORM PTO-1618A

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TRADEMARK

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Conveying Party Mark if additional names of receiving parties attached

Name **KOZ.com inc.** Execution Date
Month Day Year
08/30/2000

Formerly []

Individual General Partnership Limited Partnership Corporation Association
 Other
 Citizenship

Receiving Party Mark if additional names of receiving parties attached

Name **ichat, inc.**

DBA/AKA/TA []

Composed of []

Address (line 1) **5001 South Miami Blvd., Suite 118**

Address (line 2) **Raleigh, NC 27703**

Individual General Partnership Limited Partnership Corporation Association
 Other []

State of Incorporation **Delaware**

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).*

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Name

Address (line 1)

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Address (line 3)

Address (line 4) []

Correspondence Name and Address

Area Code and Telephone Number

Name

James L. Montgomery**(512) 457-8045**

Address (line 1)

Gray Cary Ware & Freidenrich LLP

Address (line 2)

1221 South MoPac Expressway, Suite 400

Address (line 3)

Austin, Texas 78746-6875

Address (line 4) []

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15

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)

2,090,641

2,096,799

2,200,960

2,138,874

Number of PropertiesEnter the total amount of properties involved. # **4****Fee Amount**Fee Amount for Properties Listed (37 CFR 3.41): **\$160.00**Method of Payment: check Enclosed Deposit Account **Deposit Account**

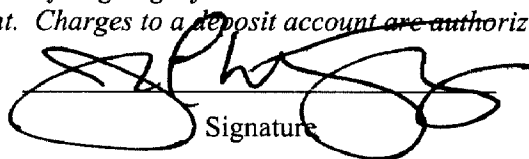
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # **50-0456**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 a deposit account are authorized, as indicated herein.

James L. Montgomery

Name of Person Signing



Signature

June 6, 2001

Date Signed

**BILL OF SALE
AND ASSUMPTION OF LIABILITIES AGREEMENT**

This BILL OF SALE AND ASSUMPTION OF LIABILITIES AGREEMENT (the "Agreement") is made this 30th day of August 2000 between KOZ.com inc., a Delaware corporation ("Transferor"), and ichat, inc., a Delaware corporation ("Transferee").

WHEREAS, Transferor has agreed to sell and assign to Transferee and Transferee has agreed to purchase and accept from Transferor, for consideration and upon the terms and conditions set forth herein, the assets of Transferor's ichat business identified herein (the "ichat Business");

NOW, THEREFORE, in consideration of the premises and covenants herein, the payment by Transferee to Transferor at or before "Closing" (as defined in paragraph 8 below) of Transferee's promissory note in the principal amount of \$9.0 million (the "Note"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Upon the Closing, Transferor will and hereby does sell, assign, convey, transfer and deliver to Transferee all Transferor's right, title and interest in and to all of the assets of its ichat Business as set forth on Exhibit A attached hereto (such assets and property being referred to hereinafter as the "Purchased Assets").

2. The Purchased Assets are provided "As Is" without any express or implied warranties, including warranties of merchantability, fitness for a particular purpose or noninfringement.

3. Transferee hereby acknowledges that the Purchased Assets are subject to certain noncompetition restrictions set forth in the Asset Purchase Agreement (the "Acuity Purchase Agreement") dated March 12, 1999, between Transferor and Acuity Corp., a Delaware corporation, and that Transferee has received a copy of the Acuity Purchase Agreement. Transferee hereby agrees to be bound by and comply with all noncompetition restrictions with respect to the Purchased Assets agreed to by Transferor in the Acuity Purchase Agreement.

4. Transferor will at any time and from time to time, at the written request of Transferee, execute and deliver to Transferee all other instruments necessary to vest in Transferee full title to the Purchased Assets that this instrument purports to transfer to Transferee.

5. Upon the request and at the expense of Transferee, Transferor will sign, execute, make and do all such deeds, documents, agreements, acts and things as Transferee and its duly authorized agents may reasonably request to apply for, obtain and vest in the name of Transferee alone (unless Transferee otherwise directs) Transferor's copyright rights or other intellectual property rights for the Purchased Assets throughout the world and when so obtained or vested to renew and restore the same.

6. Upon the Closing, Transferor will and hereby does assign and delegate to Transferee, and Transferee will and hereby does agree to assume, pay, discharge and perform those certain liabilities, obligations and duties associated with or related to the Purchased Assets (the "Assumed Liabilities") and the agreements (the "Assigned Agreements") listed on Exhibit B attached hereto and incorporated herein by reference. Notwithstanding the foregoing, if by the Closing Transferee has not obtained any consents required under any such Assigned Agreement for the assignment of rights and delegation of duties under such Assigned Agreement to Transferee, Transferor shall not assign such Assigned Agreement to Transferee at the Closing, notwithstanding the inclusion of any such Assigned Agreement on Exhibit B hereto, provided that Transferee and Transferor will continue to cooperate after the Closing to obtain any such necessary consents and to consummate any such assignments as promptly as possible after the Closing. Transferee will execute any additional documents reasonably requested by Transferor to evidence Transferee's undertakings hereunder.

7. Transferee hereby represents and warrants to Transferor no consent of any other person is required for it to enter into and perform the terms of this Agreement, except as otherwise specifically noted on the exhibits to this Agreement. Each of Transferee and Transferor represent and warrant to the other that: (a) it has full right, power and authority to execute and perform this Agreement; (b) this Agreement has been authorized by all necessary corporate action on its part; and (c) this Agreement is a valid and binding obligation of such party, enforceable against such party in accordance with its terms, subject to the effect, if any, of applicable bankruptcy and other similar laws affecting the rights of creditors generally, and rules of law governing specific performance, injunctive relief and other equitable remedies.

8. The closing ("Closing") date of the purchase and sale of the Purchased Assets, and the assumption of the Assumed Liabilities and Assigned Agreements under this Agreement shall take place, upon satisfaction of the closing conditions set forth below, at the offices of Wyrick Robbins Yates & Ponton LLP, on August 30, 2000, or such other time and place as the parties shall mutually agree. As a condition to Transferor's obligations to consummate the Closing:

- (a) Transferee and Transferor shall have entered into the License Agreement in the form attached hereto as Exhibit C;
- (b) Transferee shall have delivered to Transferor a stock certificate registered in Transferor's name representing 1000 shares of iChat Common Stock;
- (c) Transferee shall have delivered to Transferor the Note; and
- (d) Transferee shall have delivered to Transferor such other documentation evidencing the satisfaction of the foregoing closing conditions and Transferee's authority and ability to consummate the Closing as Transferor shall reasonably require.

9. This Agreement and its exhibits and schedules are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications and understandings (both written and oral) regarding such subject matter. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

10. Amendments or waivers to this Agreement, including any exhibit hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

11. In the event that any provision of the Agreement or any part thereof is held by a court to be invalid, the remainder of this Agreement shall be binding on the parties and construed as if the invalid provisions or parts thereof have been deleted from this Agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives; provided that Transferee may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Transferor.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to the choice of law provisions thereof.

[Signature page follows]

IN WITNESS WHEREOF, this Bill of Sale and Assumption of Liabilities Agreement is executed under seal effective the 30th day of August 2000.

KOZ.com inc.

By: Michael E. Moran

Title: President + CEO

ichat, inc.

By: Michael E. Moran

Title: President + CEO

Exhibit A

Purchased Assets

ichat Software

<u>Name or Identity of Asset</u>	<u>Version From Acuity</u>	<u>Version Released by KOZ.com</u>	<u>Version in Development by KOZ.com</u>	<u>Release Status</u>	<u>Operating System</u>	<u>Browser Interface or Application</u>	<u>Value</u>
<i>Servers:</i>							
Global Message Router (GMR)	1.0		4.0	General Beta	Solaris, NT		
ichat WebServer (ICWS)	3.0	4.0		General Internal use only	Solaris, NT, AIX, HPUX	Free BSD	
WebLink (icws plugin) *	4.0			Beta	NT	Oracle OAS	
<i>ROOMS Clients:</i>							
Java "Ultralite"	3.03	4.03	4.1	General			
Active X Plugin	3.03	4.0	4.1	General QA		Internet Explorer 3.x/4.x and above	
NS Plugin (hosts Active X Plugin)	3.03	4.0	4.1	General QA		Netscape Navigator 3.x/4.x and above	
HTML	3.03	4.03	4.1	General QA		Internet Explorer 3.x/4.x and above Netscape Navigator 3.x/4.x and above	
<i>Pager Clients:</i>							
Pager	1.3			General			
Java Pager	1.3	4.0		General			
<i>SDKs:</i>							
Pager/Java	1.2	4.0		Beta internal use only			
Pager/C++	1.2			Beta			
Bot API	3.03	4.0		General			

Servlets:							
iPS	1.2	4.0		Sample Code			
ROOMS	3.03	4.0		Sample Code			
MB	2	4.0		Sample Code			
QA Resources:							
Segue Scripts *							
Silk Scripts *							
Pager Simulator*		1.2					
Rooms Simulator*		3.03					
KOZ.com QA test cases		4.03	4.1	internal use only			
KOZ.com benchmarking scripts		4.03	4.1	internal use only			
Other:							
IWAPI (web interface)	n/a		4.1	QA			
Java "Heavy" ROOMS Client	n/a	4.0.3	4.1	General QA			
Java "Mid Weigh" ROOMS Client	n/a		4.1	QA			
Message Boards email notification	n/a	4.0.2	4.1	General QA			

*These assets were never received by Transferor from Acuity Corp. (now Quintus Corporation) following the asset purchase between such companies. Nevertheless, Transferor transfers whatever rights it has in these assets to Transferee.

In addition to the above software, Transferee shall receive all derivative works of the software listed above that were created by Transferor as well as web page pager client technology and product demonstrations conducted with avatars and VRML worlds.

Intellectual Property and Other Assets comprising Transferor's ichat product line:

Domain names:

ichat.com
 chat411.com
 dotchat.com
 irc.com
 netchat.com
 open24.com
 open24.net
 rooms.net
 santachat.com
 usechat.com
 globalchat.com

Trademarks:

ichat, inc.
 the ichat logo
 the winky logo
 the slogan "Never underestimate the power of a little chat"
 ROOMS

Web Services:

The ichat Pager service and associated HTML, databases, etc.
 The Open24 chat service, web site, events guide and associated HTML
 The GlobalChat IRC service and associated HTML, databases, etc.

Licensed Assets

ichat and Other Software

<u>Name or Identity of Asset</u>	<u>Version From Acuity</u>	<u>Version Released by KOZ.com</u>	<u>Version in Development by KOZ.com</u>	<u>Release Status</u>	<u>Operating System</u>	<u>Browser Interface or Application</u>	<u>Value</u>
<i>Servers:</i>							
ROOMS	3.03 4.0	3.03a 4.03	 4.1	General Beta QA	Solaris, NT, Linux	IIS, Netscape, Apache	
ComHub	3.03, 4.0	4.03	 4.1	General Beta QA	Solaris, NT, Linux		
ichat Paging Server (iPS)	1.2	1.2a, 4.0		General	Solaris, NT		
ichat Firewall Proxy (iFP)	3.03	4.0		General	Solaris, NT		
Message Boards	2.01	4.02		General	Solaris,		

			4.1	QA	NT, Linux		
WebLink (icws plugin)	3.03	4.03	4.1	General QA	Solaris, NT, Linux	Internet Information Server, Netscape Enterprise Server, ICS, Apache	
ROOMS Clients:							
Events	3.03	4.03	4.1	General QA	Solaris, NT, Linux		
Pager Clients:							
Browser-based	n/a			Demo only			
SDKs:							
Client/Java (Pager/chat)	2.2			General			
Servlets:							
ComHub	4.0			Unit Test			
Libraries:							
ICSLib	3.03 4.0	4.0.3	4.1	General Beta QA			
ICULib	3.03 4.0	4.0.3	4.1	General Beta QA			
ICNlib	3.03	4.0.3	4.1	General QA			
ICTlib	3.03	4.0.3		General			
Licenkey	3.03	4.0.3	4.1	General QA			

In addition to the above software, Transferee shall receive all derivative works of the software listed above that were created by Transferor.

Exhibit B

Assumed Liabilities and Assigned Agreements

Assumed Liabilities:

Deferred Revenue = \$487,282.00

Assigned Agreements: Transferor's obligations and liabilities under the contracts, set forth below, to be assumed by Transferee.

1. All Software License Agreements entered into by and between Transferor or Acuity and its respective licensees pursuant to Transferor's standard shrinkwrap license agreement
2. Software License Agreements entered into by and between Transferor or Acuity and the following licensees on the dates listed below:

<u>Name of Licensee</u>	<u>Date of Agreement</u>
21eWeb Network, Inc.	4/28/2000
Adam.com	8/25/1999 (agreement); 10/4/1999 (amendment)
Advanta Information Services Inc.	5/7/1997
America's Health Network	7/26/1998 (agreement); 4/15/2000 (assigned from America's Health Network to Newco)
American Basketball League	9/20/1996
Ameritech Interactive Media	
ANS CO+RE Systems, Inc.	2/26/1997
Apple Computer	9/24/1996
Arabia Online	2/10/2000
Asylum, Inc.	8/29/1997
B.C. Harris Publishing Co.	5/21/1997
Bank of America	3/5/1998
Barnesandnoble.com	
Bell & Howell	10/29/1999
Bennett, Coleman & Co. Ltd.	3/7/2000
BET.com, LLC	5/26/2000
BMC Software	1/6/1998
BP America Inc.	6/6/2000
Cablevision	3/25/1997
Cato Institute	4/14/1997
Chalk (Communities in Harmony Advocating for Learning and Kids)	4/1/1998
Charles Schwab & Co., Inc.	12/19/1997
Choice Radio	12/3/1999

Citicorp Development Center, Inc.	6/19/1997
CNET, Inc.	6/3/1997
CollegeClub.com, Inc.	2/2000
Community Networks, Inc.	12/23/1996
Compaq Computer Corp.	11/26/1997
CS First Boston	2/20/1998
Cyrix Corp	2/20/1998
DateQuest	10/21/1997
DCT Technologies	12/27/1999
Designet	10/21/1997
DIDAX, INC.	2/28/1997
Discovery Communications	11/19/1999; 12/29/1999 (amendment); 2/25/2000 (amendment)
Disney	9/27/1996
Dow Jones Markets	5/6/1997; 8/29/1997
Earthlink Network	7/23/1996
ENGAGE Games Online	8/30/1996
Entertainment Drive, LLC	2/18/1998
GIST Communications, Inc.	5/30/1997
Granite Broadcasting	1/1/1998
Gray Communications	6/3/1999
Gruner & Jahr USA Publishing	6/19/1997
Hearst New Media & Technology	5/19/1997
High Speed Access	9/30/1999
Hollinger Telegraph New Media Limited	6/19/2000
IBM	2/4/1997
India.com	8/4/2000
International Computers Limited	9/23/1997
International Ecommerce	9/26/2000
Internet Light & Power	11/10/1999
iVillage	11/30/1996
John Wiley & Sons, Inc.	7/31/2000
Kuni Research International Corp.	12/31/97
Legal Pad	4/29/1997
Lexis Nexis	2/27/1998
Los Angeles Times	11/22/1996
Lotus Development Corp.	6/6/1997
Mattel, Inc.	6/6/1997
McCollum for US Senate	7/28/2000
Media One	2/13/1998
Merrill Lynch	12/16/1996; 11/12/1998
Military.com	3/1/2000
Mogall	6/1/2000
Moonlight Media Inc.	4/18/1996
MRIN.com Corp.	3/29/2000
N2K Inc.	1/24/1996
NeoNova	11/19/1999
Netscape Communications	4/1/1997

Netsperanto.com	11/23/1999
New York.net	2/1/2000
One Zero Media	8/29/1997
OnePlace, Ltd.	12/30/1999
Oracle	1/31/2000
Paine Webber Inc.	12/30/1997
Planet Direct Inc.	6/26/1998
PlanetRx	9/2/1999
Playboy Enterprises	10/24/1996
Pulitzer Technologies, Inc.	3/3/2000
Qualcomm Inc.	9/26/1997
Quarterdeck Corporation	11/1997
Queidea.com Inc.	6/13/2000
Question.com	2/28/2000
Quick & Reilly	10/01/1998
QVC, Inc.	3/6/1997
Republican National Committee	8/25/1999; 9/29/1999 (addendum)
Road Runner	4/28/2000
Rory Foundation	9/13/1999
Showtime Networks	9/30/1997
Simon & Schuster	3/14/1997
SmileUK.net	5/30/2000
Sony Online Ventures Inc.	6/27/1997
Soundbreak.com	4/5/2000
Sportsline USA, Inc.	9/1/1997
Sprint Communications Company, L.P.	3/7/1997
Telefonica, Investigacion y Desarrollo	9/8/1998
Telenor Nextel	1/3/2000
The Sporting News Publishing Company, Inc.	11/12/1996
theGlobe.com, Inc.	7/28/1998
Thomson Enterprises	12/19/1996
Time Inc.	10/30/1997
TVP Studios/The Dunlop-Slazenger Group	6/16/2000
Universal New Media	11/26/1996
Univision Online, Inc.	4/27/2000
Urban Box Office	1/11/2000
UUNET Technologies, Inc.	8/26/1998
Value Vision	12/1/1999
Viacom International, Inc.	1/5/1998
Videotex Nederland NV	7/14/1998
VNU Internet Publishing	6/5/1998
Wall Street Journal Interactive	
Warner Bros. Online	6/30/2000
Warner Bros. Online	4/30/1997
WB Television Network	3/27/2000
Wedcom, Inc. (Wedding Channel)	2/8/2000
Zulunet, Inc.	7/17/2000

3. Professional Service Agreements entered into by and between Transferor and the following customers on the dates listed below:

Name of Customer	Date of Agreement
Andersen Consulting	7/31/2000
Broadband Sports	6/2000
Business Design	4/6/2000
Choice Radio Corp.	12/1999
Christianity.com	6/2000
College Club.com, Inc.	2/24/2000
Compaq	11/1999
Decision Analyst, Inc.	1/2000; 6/1/2000
eBusiness Design	4/2000
Eritmo.com	7/10/2000
Feast New Media-Impact247.com	8/25/2000
GLB services Interativos	7/11/2000
Houston Street	1/2000
JVF1 Productions	3/16/2000
Ketchum	6/2000
Libertel Whepp BV	7/10/2000
Military.com	6/30/2000
Motorcycle World	11/1999
MyPrimeTime, Inc.	8/16/2000
Navidec, Inc.	8/9/2000
Netfolio, Inc.	6/2/2000
Novis/CLIX	5/2000
Ogilvy	5/3/2000
Oracle Corporation	3/9/2000
Pensare	6/2000
Porter Novelli	4/3/2000
Prospero Technologies	4/24/2000
SAB, Inc.	6/5/2000
Saludos.com	11/1999
Sapient	12/1999
Silverstone, Adkins & Briet	6/2000
Tech Target	3/2000
TVP Studios	3/23/2000
United Way of AC	3/2000
ValueVision Interactive	11/1999
VCVHoldings.com	7/26/2000
Webzter Corporation	2/28/2000
Zulunet	6/1/2000

4. Reseller Agreements entered into by and between Transferor or Acuity and the following resellers on the dates listed below:

Name of Reseller	Date of Agreement
Active Entertainment, LLC	1/15/1998
Alphabit Media, Inc.	5/13/1998
Athenium, LLC	1/2/1998
BoxTop	1/22/1997
Computer Asset Management, Inc.	5/12/2000
ComSpace.com	10/21/1997
CosapiSoft S.A.	7/24/2000
CSC Consulting	11/19/1997
Data Made Accessible	2/20/1997
Digital Boardwalk	9/3/1997
Ecropolis	12/31/1999
Electronic Press Services Group	5/21/1998
Epoch Networks, Inc.	7/20/1998
E-TREE, S.r.l.	6/2/2000
Douglas Ferguson	10/14/1999
Ganymede Corporation	9/16/1997
Garden State Micro	10/9/1997
GNW Finland OY	5/1/1998
Goltier Media Group	12/9/1997
Hamilton Associates	7/8/1999
Harvest Road	4/27/2000
Heritage-Rand LLC d/b/a The Michaels Group	4/1/1998
IND	6/27/2000
Infinet Company	2/11/1997
Infinite Software Solutions, Inc.	2/25/1998
Infocom (UK) Ltd	9/16/1998
Interactive Media Systems, Inc.	4/24/2000
Lateral Alternative Computer Consultancy	2/9/1998
Licquorice-e	7/7/2000
Lyceum Internet	10/11/1999
MainQuest	10/31/1997
Media Connection of New York	
Novared	7/24/2000
Onward Technologies	1/28/1998
Palomar Media	3/9/2000
Persimmon IT	12/6/1996
Process Point Pty. Ltd.	4/27/1998
ProVision Technology Pty. Ltd.	4/8/1997

Proxicom, Inc.	2/24/1997
Scirocco Communications (d/b/a Virtual Interactive Center)	6/15/2000
SFB Productions Inc.	5/4/1998
Smoking Dog Interactive	6/27/2000
Software.net	10/8/1997
Splashmedia Studios, Inc.	9/30/1999
Story Street Partners	3/24/1998
Sunrise Solutions, Inc.	10/7/1997
Sv3 Media, LLC	10/27/1997
Synertech Internet Services, Inc.	11/25/1997
The Village Group	5/1/1996
TMP	8/30/2000
TradeAbility, Inc. d/b/a RCSsoftware	1/24/1997
Westlake Solutions	10/22/1997
Whirlwind, Inc.	8/3/1998
Zentropy Interactive	9/30/1996

Exhibit C

License Agreement

See attached.