

08-27-2001

8-20-01



REC

101823965 COVER SHEET

TRADEMARKS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO 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

Receiving

Mark if additional names of receiving parties

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

08/24/2001 6TON11 00000160 75832073

01 FC:481 40.00 DP

02 FC:482 75.00 DP

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20224

TRADEMARK
REEL: 002355 FRAME: 0864

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

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="75/832,073"/>	<input type="text" value="75/799,885"/>	<input type="text" value="76/085,261"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/587,720"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.) #

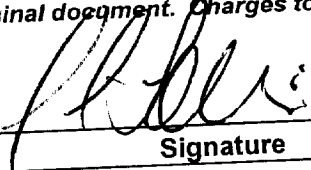
Deposit Account Number:

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.

Gailyc C. Sonia
Name of Person Signing


Signature

8/17/01
Date Signed

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks is made by Wordstream, Inc., a Massachusetts corporation ("Assignor") having a place of business at 48 Grove Street, Davis Square, Somerville, MA 02144, in favor of Livewire Labs, L.L.C. ("Assignee") having a place of business at 711 Westchester Avenue, White Plains, NY 10604.

1. Recitals. Assignor is the owner of all right, title and interest, in and to the trademarks and the trade names, and the registrations and applications for registration thereof, listed and described in Schedule A attached hereto ("Trademarks" and "Trade Names"). Assignee, for the benefit of itself, its successors and assigns, subject to the terms and agreements contained herein, has a security interest in substantially all of the assets of Assignor and is desirous of acquiring by this Assignment the entire right, title and interest of Assignor in and to the Trademarks and Trade Names together with all of the goodwill of the business in connection with which such Trademarks and Trade Names are used.

2. Assignment. The Assignor does hereby sell, assign and transfer to the Assignee the entire right, title and interest it holds and hereafter may acquire in and to the Trademarks and Trade Names, together with all of the goodwill of the business in connection with which the Trademarks and Trade Names are used, and in and to any divisionals, renewals and continuations thereof, including: (i) all priority rights arising therefrom, (ii) all claims for damage by reason of infringement of any such Trademarks and Trade Names, and (iii) any and all proceeds of the Trademarks and Trade Names, including personal property purchased with cash proceeds, to be held and enjoyed by said Assignee, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

3. Further Assurances. Assignor hereby agrees to execute and sign, without further consideration, any other legal document and any other assignments, affidavits or applications in and for all Trademarks and Trade Names, and to do all other acts that may be appropriate and may be deemed necessary by the Assignee fully to secure to the Assignee its interests as aforesaid in and to said applications or any part thereof and in and to the Trademarks or Trade Names or any of them. Assignor further covenants and agrees that it will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives, any facts known to it relating to the Trademarks or Trade Names and any applications therefor, and will testify as to the same in any interference or litigation when requested to do so. Assignor further covenants and agrees that the Commissioner of Patents and Trademarks of the United States and the appropriate officer of all other jurisdictions are hereby authorized and requested to issue any certificate of registration which may be granted on any application for registration of the Trademarks or Trade Names to the Assignee in accordance with the terms of this


instrument.

4. Encumbrances. Assignor does hereby covenant for itself and its legal representatives that it has not previously assigned, mortgaged or permitted any lien or encumbrance to exist with respect to any Trademark or Trade Name or granted any license to use the same, and that in connection therewith, Assignor will not henceforth assign, license, mortgage, encumber or execute any instrument to that effect without the prior written consent of Assignee.

5. Reassignment. Notwithstanding any terms herein to the contrary, it is understood that this Assignment is given to secure the payment of any and all liabilities of Assignor to the Assignee, direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising (all hereinafter called the "Obligations"). It is further understood that upon payment in full of the Obligations, the Assignee shall reassign without recourse to Assignor all interest in the Trademarks and Trade Names that the Assignee received pursuant to this Assignment.

IN WITNESS WHEREOF, the Assignor acting through its duly-authorized officer has hereunto set his or her hand and seal this 25th day of July, 2001.

WORDSTREAM, INC.


By 
Name: Cristina Dolan
Title: Chief Executive Officer & President
Word Stream

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

July 25, 2001

Then personally appeared the above-named Cristina Dolan, the President of the Assignor named) in the foregoing Assignment and acknowledged such Assignment to be the free act and deed of such Assignor.


Notary Public
My commission expires:
February 18, 2005

Schedule A

Pending Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>
MISCELLANEOUS DESIGN	United States	75/832,073
CLX	United States	75/799,885
WORDSTREAM	United States	76/085,261
CLEARTEXT	United States	75/587,720