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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
BellSouth Intellectual Property Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **of Delaware**
 Other _____

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

2. Name and address of receiving party(ies)
 Name: **RealNetworks, Inc.**
 Internal Address: **9-1301**
 Street Address: **2601 Elliot Way**
 City: **Seattle** State: **WA** Zip: **98121**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **of Washington**
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **August 21, 2001**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
2,197,176

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Kimberly G. Russell**
 Internal Address: **Steinhart & Falconer LLP**
 Street Address: **333 Market Street, Suite 3200**
 City: **San Francisco** State: **CA** Zip: **94105**

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)..... **\$40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-4215
 (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 copy of the original document.

Kimberly G. Russell *Kim Russell* **September 12, 2001**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **2**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/20/2001 6TOW11 00000024 194215 2197176
01 FC:481 40.00 CH

TRADEMARK
REEL: 002369 FRAME: 0668

ATTACHMENT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into between, on the one hand, BellSouth Intellectual Property Corporation, a Delaware Corporation ("BellSouth") and on the other hand, RealNetworks, Inc. ("RN"), a Washington corporation. This Agreement is effective as of August 21, 2001 (the "Effective Date").

WHEREAS, BellSouth owns all right, title, and interest in and to the trademark REAL ONE, together with the U.S. trademark registration therefor (Reg. No. 2197176), for the following goods and services: (the "Trademark"):

advertising and business services, namely producing and displaying the advertisements (web pages) of others on the world wide web in International Class 35, and

producing and displaying real estate listings on the world wide web; producing and displaying information regarding real estate services available on the world wide web in International Class 36.

WHEREAS, BellSouth desires to transfer its rights in the Trademark to RN, and RN desires to accept such assignment;

NOW THEREFORE, in consideration for the mutual promises set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1.1 Conveyance of Rights. BellSouth hereby sells and assigns to RN, pursuant to the terms of this Agreement, all of BellSouth's worldwide right, title and interest in and to the Trademark, including the goodwill associated therewith.

1.2 Consent to Filing. BellSouth consents to RN's filing of this Trademark Assignment with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or individually, as the case may be.

REALNETWORKS, INC.

By: Kelly MacArthur
Name: Kelly MacArthur
Title: SVP + General Counsel

BELLSOUTH INTELLECTUAL PROPERTY CORPORATION

By: Jacqueline Gregorski
Name: Jacqueline Gregorski
Title: VP - Patent + Trademark Procurement