

12-27-2001

Form PTO-1594 (Rev. 03/01) 12/18/01  
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings

101926124

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

1. Name of conveying party(ies):

Remote Communications, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: March 5, 2001

2. Name and address of receiving party(ies)

Name: HyperSpace Communications, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 8375 S. Willow St., #400

City: Littleton State: CO Zip: 80124

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Colorado
- 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 registration number(s):

A. Trademark Application No.(s) 75/568,802;  
75/889,375; 75/788,985; 75/568,807;  
75/696,075; 75/728,900; 75/729,591;  
75/661,822; 75/568,507;

B. Trademark Registration No.(s) 2,411,404;  
2,267,556; 2,275,504; 2,236,895;  
2,213,131

Additional number(s) attached  Yes  No

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

Name: James L. Nickelson

Internal Address: Perkins Coie LLP

Street Address: 1899 Wynkoop Street, #700

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

James L. Nickelson  
Name of Person Signing

Signature

December 18, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 5

12/27/2001 LRUJELLER 00000031 75568802

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

01 FC:481  
02 FC:482

40.00 OP  
225.00 OP

TRADEMARK  
REEL: 002413 FRAME: 0117

**Trademark Recordation Form Cover Sheet – Continuation Page**

4.A. Trademark Application No.(s):

75/450,682

76/078,795

75/236,496

75/236,495

**TRADEMARK ASSIGNMENT**

WHEREAS, REMOTE COMMUNICATIONS, INC., a Delaware corporation ("Assignor"), is the owner of the trademarks, trademark registrations and applications in the form more fully described in **Exhibit A** hereto (the "Marks"); and

WHEREAS, Assignor and HYPERSPACE COMMUNICATIONS, INC., a Colorado corporation ("Assignee"), have executed that certain Asset Purchase Agreement, dated March 5, 2001 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith;

NOW THEREFORE, for the consideration set forth in the Agreement, and other good and valuable consideration, the receipts and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Marks, in the United States of America and all foreign countries, together with the goodwill associated therewith and symbolized by the Marks and that portion of Assignor's business in which the Marks are to be used, all common law rights related thereto, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Executed as of March 5, 2001.

REMOTE COMMUNICATIONS, INC.  
a Delaware Corporation

By:  \_\_\_\_\_

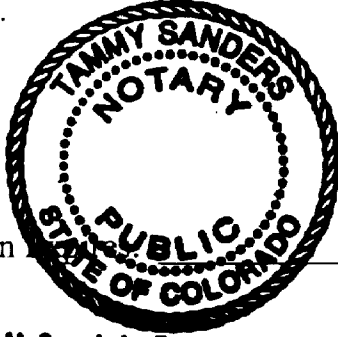
Name: Peter J. Cranstone

Title: CEO

STATE OF COLORADO )  
 ) ss:  
COUNTY OF DENVER )

Subscribed and sworn to before me by Peter J. Cranstone as  
CEO of Remote Communications, Inc. on the 5<sup>th</sup> day  
of March, 2001.

[SEAL]



My Commission \_\_\_\_\_

My Commission Expires 11/22/2004

Tammy Sanders  
Notary Public

**EXHIBIT A**

<b>Trademark</b>	<b>Reg. Country</b>	<b>Reg. No./App. No.</b>
EMAS	Canada	1039752
Exec-Let	Canada	1039751
EMAS	United Kingdom	2217441
Exec-Let	United Kingdom	2217442
Catch-it	United States	2,411,404
CHTML	United States	75/568,802
CRAFT	United States	75/889,375
CWML	United States	75/788,985
CXML	United States	75/568,807
eHyperSpace.com	United States	75/696,075
EMAS	United States	75/728,900
Exec-Let	United States	75/729,591
Hyperspatial	United States	75/661,822
JO	United States	75/568,507
RCI (&Design)	United States	75/450,682
Your Space	United States	76/078,795
RCW	United States	75/236,496
RCML	United States	75/236,495
RCTP	United States	2,267,556
ElseWare	United States	2,275,504
HyperSpace (design)	United States	2,236,895
HyperSpace	United States	2,213,131