

05-20-2002



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TRADEMARK
03453-T0036B SPM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor	XDrive Technologies, Inc.
Assignee	eUniverse, Inc.
Application No. 76/130,066	Filing Date 18 September 2000
Service Mark	INTELLIGENTX

Box Assignment
Assistant Commissioner for Trademarks
Washington, DC 20231

5-15-02

Trademark Assignment Recordation Form Cover Sheet

Dear Sir:

Please record the attached original document.

1. Name and Address of Conveying party. XDrive Technologies, Inc.; a corporation of the State of Delaware; 3002 Pennsylvania Avenue, Santa Monica, AC 90404.
2. Name and Address of Receiving Party. eUniverse, Inc., a corporation of the State of Nevada; 6300 Wilshire Boulevard, Suite 1700; Los Angeles, CA 90048.
3. Nature of Conveyance: Assignment. Execution Date: 6 April 2001.
4. Name and Address of Party to Whom Correspondence Concerning Document should be mailed.

Stephen P. McNamara, Registration No. 32,745
 Attorney for Applicant
 ST.ONGE STEWARD JOHNSTON & REENS LLC
 986 Bedford Street
 Stamford, CT 06905-5619
 203 324-6155

76,130 068

Mailing Certificate: I hereby certify that this correspondence is today being deposited with the U.S. Postal Service as *First Class Mail* in an envelope addressed to: Box Assignment, Commissioner for Patents and Trademarks; Washington, DC 20231.

May 7, 2002

Stephen P. McNamara

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (the "Assignment") is made this 6th day of April, 2001 by and between eUniverse Inc., a Nevada corporation ("Assignee"), and Xdrive Technologies, Inc. a Delaware corporation ("Assignor").

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated of even date herewith (the "Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire, on the terms and conditions set forth in the Agreement, (i) the domain names (collectively, the "Domain Names") and (ii) the trademark registrations/applications (collectively, the "Marks"), all of which are set forth on Schedule A attached hereto, and the goodwill of the business symbolized by the Marks;

WHEREAS, Assignee wishes to acquire Assignor's entire right, title and interest in and to the Domain Names and Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Domain Names, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

Upon execution of this Agreement, Assignor agrees that it will sign and have notarized a separate Network Solutions, Inc. ("NSI") "Registrant Name Change Agreement" for each of the Domain Names. Assignor further agrees to provide Assignee all other reasonable cooperation necessary to secure the transfer of the Domain Names with NSI.

Assignor does hereby also sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Marks, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

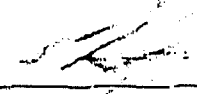
Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Marks to Assignee.

[Signature Page Follows]

This Agreement has been duly executed and delivered by the duly authorized officers of Assignor and Assignee as of the date first written hereinabove.

ASSIGNOR:

XDRIVE TECHNOLOGIES, INC.
a Delaware corporation

By: 

Name: PAUL GIGG

Title: CEO

ASSIGNEE:

EUNIVERSE INC.,
a Nevada corporation

By: 

Name: Chris Lipp

Title: VP + General Counsel

**SIGNATURE PAGE TO
TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT
DATED APRIL 6, 2001**

SCHEDULE A
to the Trademark and Domain Name Assignment Agreement

Domain Name List

www.intelligentx.com

Trademark List

IntelligentX