

07-10-2002



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

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

102150024

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

1. Name of conveying party(ies): iBEAM Broadcasting Corporation 07/02/02 Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Williams Communications, LLC Internal Address: Street Address: One Williams Center, 41st floor City: Tulsa State: OK Zip: 74172 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware Limited Liability Company 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: December 7, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached list Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christine F. Benton Internal Address: Clifford Chance Rogers & Wells LLP Street Address: 200 Park Avenue City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 14 7. Total fee (37 CFR 3.41): \$ 365 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 18-1843 (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. Christine F. Benton Signature Date: June 27, 2002

07/09/2002 DBYRNE 00000051 181843 2227585 01 FC:481 40.00 CH 02 FC:482 325.00 CH

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

TRADEMARK REEL: 002541 FRAME: 0072

iBEAM Broadcasting Corporation

Registration No.

Name of Mark

2,227,585

TALK POINT & Design

2,306,604

iBEAM BROADCASTING

2,336,725

iBEAM

Application No.

Name of Mark

75/606,382

MAXCASTER

76/170,327

ADMASTER

76/170,328

ACTIVECAST

76/189,110

STREAMING THE BEST OF YOUR BUSINESS

76/189,111

VIDEOVPN

76/306,582

DIGITAL RIGHTS AGENT

76/306,584

ADVERTISING AGENT

76/306,585

PAY-PER-VIEW AGENT

75/939,862

PHONESHOW

76/306,586

SYNDICATION MEDIA AGENT

75/939,861

WHERE YOUR MEDIA LIVES

NYA 525393.1

TRADEMARK
REEL: 002541 FRAME: 0073

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is dated as of December 7, 2001 ("Assignment"), by iBEAM Broadcasting Corporation, a Delaware corporation ("Assignor"), in favor of Williams Communications, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademarks and/or service marks listed on Schedule 1 attached hereto, which trademarks and/or service marks are registered or have been filed for registration in the United States Patent and Trademark Office, the European Community, and/or Canada or are common law trademarks (the "Trademarks"); and

WHEREAS, Assignor is the owner of the copyrights listed on Schedule 2 attached hereto, which copyrights are registered or are the subject of pending applications for registration in the United States Copyright Office (the "Copyrights"); and

WHEREAS, Assignor is the owner of the patent applications listed on Schedule 3 attached hereto, which are pending in the United States Patent and Trademark Office (collectively, the "Patents"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Sale Agreement, dated as of October 11, 2001 (as amended, the "Asset Sale Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, among other assets, the Trademarks and the goodwill connected with and symbolized thereby, the Copyrights, and the Patents.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to: (i) the Trademarks, the goodwill of the business connected with the use of and symbolized by the Trademarks, and to the extent that any trademark or service mark applications included in the Trademarks are filed on the basis of Assignor's "intent to-use" such trademarks or service marks, the portion of the business to which those trademarks or service marks apply (which business is ongoing and existing); (ii) the Copyrights, and the registrations thereof and applications therefore; and (iii) the Patents, together with all patents granted on any applications included in the Patents, all continuations, continuations-in-part, divisionals, reissues and re-examinations of said Patents, together with all causes of actions, claims and demands or other rights for, or arising from any infringement, including past infringement, of the Trademarks, Copyrights, and Patents, and all rights corresponding thereto throughout the world, all upon the terms and subject to the conditions set forth in the Asset Sale Agreement.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

This Assignment is governed by the laws of the State of Delaware, applicable to contracts made and performed wholly within the State, without reference to its conflicts of laws provisions, and the federal laws of the United States, as applicable.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

iBEAM BROADCASTING CORPORATION

By: *Randall K. Gausman*
Name: *Randall K. Gausman*
Title: *CEO*

Acknowledged and Accepted:


WILLIAMS COMMUNICATIONS, LLC

By: _____
Name:
Title:

~~STATE OF NEW YORK~~)
~~COUNTY OF NEW YORK~~)
 California)
 Santa Clara) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Randall K. Gamm personally known to me to be the CFO of iBeam Broadcasting Corporation, a Delaware corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 27 day of November, 2001.


 Notary Public

My commission expires: April 30, 2004



IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

IBEAM BROADCASTING CORPORATION

By: _____
Name:
Title:

Acknowledged and Accepted:

WILLIAMS COMMUNICATIONS, LLC



By: *[Signature]*
Name: JOHN C. BUMGARDER
Title: SENIOR VICE PRESIDENT

SCHEDULE 1**Registered Trademarks or Trademark Applications**

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Reg. No. / (App. No.)</u>	<u>Issued / (Date App.)</u>
United States	IBEAM		
United States	IBEAM BROADCASTING		
European Community	IBEAM BROADCASTING	001212463	
European Community	MAXCASTER	001207331	
United States	ACTIVECAST	(76/170328)	
United States	PURESTREAM	(76/185966)	
United States	PURESTREAM BY IBEAM	(76/185965)	
United States	ADMASTER	(76/170327)	
United States	STREAMING THE BEST OF YOUR BUSINESS	(76/189110)	
United States	VIDEOVPN	(76/189111)	
United States	PHONESHOW	(75/939,862)	
United States	WHERE YOUR MEDIA LIVES	(75/939,861)	
United States	MAXCASTER	(75/606,382)	
Canada	IBEAM	(1100249)	(4/20/01)
Canada	IBEAM BROADCASTING	(1100248)	(4/20/01)

Common Law Trademarks

ON-STAGE
ON-AIR
ON-DEMAND
ON-TARGET
ON-GUARD
ON-CALL

MSW - Draft November 26, 2001 - 4:03 PM

Jurisdiction

Trademark

Reg. No. /
(App. No.)

Issued /
(Date App.)

RADIO SOLUTION

MEDIA ON-DEMAND
SERVICES

LIVE EVENT STREAMING
SERVICE

24X7 LIVE STREAMING
SERVICE

SPONTANEOUS LIVE
STREAMING SERVICE

ADVERTISING AGENT

DIGITAL RIGHTS AGENT

PAY-PER-VIEW AGENT

SYNDICATION MEDIA
AGENT

United States

TALKPOINT

SCHEDULE 2**Copyrights**

<u>Copyright</u>	<u>Registration No. (Application No.)</u>	<u>Date of Issue (Date of Application)</u>
PowerPresenter V.1	TXU 954-023	(5/25/2000)
WebCast Encoder V.1	TXU 954-017	(5/25/2000)
WebCast Scheduler V.1	TXU 954-029	(5/25/2000)
WebCast NV Service V.1	TXU 954-026	(5/25/2000)
WebCast Media Indexer V.1	TXU 954-016	(5/25/2000)
WebCast Photo Processor V.1	TXU 954-022	(5/25/2000)
Telephony System V.1	TXU 954-019	(5/25/2000)
Internet Real-Time Text Transmission V.1	TXU 959-380	(6/23/2000)
5.0 Authentication Plug-In V.1	TXU 954-018	(5/25/2000)
Virtual Roadshow Administration V.3	TXU 959-381	(6/23/2000)
Virtual Roadshow Client User Interface V.3	TXU 954-027	(5/25/2000)
Transporter Administration V.3	TXU 954-025	(5/25/2000)
Transporter Service V.3	TXU 954-024	(5/25/2000)
Publisher Service V.3	TXU 959-382	(6/23/2000)
Producer V.3	TXU 954-028	(5/25/2000)
NextVenue W. Media Server Security DLL V.1	TXU 954-021	(5/25/2000)
NextVenue Media Server Security DLL V.1	TXU 954-020	(5/25/2000)

SCHEDULE 3**Patents**

<u>Jurisdiction</u>	<u>Patent</u>	<u>Patent No. / (App. No.)</u>	<u>Issued /(Date App.)</u>
United States	A System and Method for Performing Broadcast-Enabled Disk Drive Replication in a Distributed Data Delivery Network.		
United States	Method of Utilizing a Single Uniform Resource Locator for Resources with Multiple Formats		
United States	Method of Rewriting Metafile Between Origin Server and Client		
United States	A System and Method for Mirroring and Caching Compressed Content in a Content Distribution Environment		
United States	Method and Apparatus for Client-Side Authentication and Stream Selection in a Content Distribution Environment		
United States	A System and Method for Determining Optimal Server in a Distributed Network for Serving Content Streams		
United States	A System and Method for Rewriting a Media Resource Request and/or Response Between Origin Server and Client		
United States	Method and System for Real-Time distributed Data Mining and Analysis for Networks		

United States Method and Apparatus for Encoder-
Based Distribution of Live Video
and Other Streaming Content

United States Streaming Media Transparency

United States Real Time Internet Transcript
Presentation System

CERTIFICATE OF MAILING

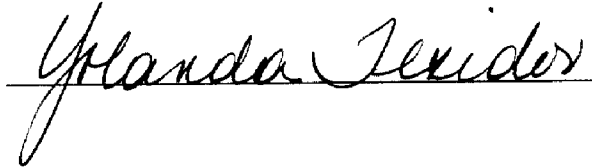
CONVEYING PARTY: iBEAM Broadcasting Corporation

RECEIVING PARTY: Williams Communications, LLC

NATURE OF CONVEYANCE: Assignment

I hereby certify that the attached Recordation Cover Sheet is being deposited with the United States Postal Service as First Class Mail on June 27, 2002 in an envelope addressed to: Commissioner of Patents and Trademarks; **BOX ASSIGNMENTS**; Washington, DC 20231.

Dated: June 27, 2002

A handwritten signature in cursive script, reading "Ylonda Texidor", is written over a horizontal line.

NYA 295274.1

RECORDED: 07/02/2002

**TRADEMARK
REEL: 002541 FRAME: 0084**