

07-17-2002



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OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
FINANCE SECTION

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

<p>1. Name of conveying party(ies):</p> <p>MSHOW.COM, INC. <i>7-12-02</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Delaware</u></p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Intercall Web Conferencing</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>8420 W. Bryn Mawr, Suite 400</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60631</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Delaware</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designated is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>May 10, 2002</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>75/934,341</u> <u>75/719,378</u></p>	<p>B. Trademark Registration No.(s) <u>2,528,452</u> <u>2,219,373</u> <u>2,393,773</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kathleen B. Heberlein, Esq.</u></p> <p>Internal Address: <u>ALSTON & BIRD LLP</u></p> <p>Street Address: <u>1201 West Peachtree Street</u></p> <p>City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30309-3424</u></p>	<p>6. Total number of applications and registrations involved: <u>5</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>140 00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>N/A</u></p> <p>(Attached duplicate copy of this page if paying by deposit account)</p>
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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.

Kathleen B. Heberlein *Kathleen B. Heberlein* *7/8/02*

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

07/16/2002 TBIAZI 00000697 75934341
01 FC:481 40.00 DP
02 FC:482 100.00 DP

ATL01/11168760v5

TRADEMARK
REEL: 002544 FRAME: 0427

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this 10th day of May, 2002 by and between MSHOW.COM, INC., a Delaware corporation, with its principal office located at 1745 Shea Center Drive, Suite 380, Highlands Ranch, Colorado 80129 ("Assignor") and INTERCALL WEB CONFERENCING, INC., a Delaware corporation, with its principal place of business located at 8420 West Bryn Mawr, Suite 400, Chicago, Illinois 60631 ("Assignee").

WHEREAS, Assignor and Assignee, have entered into that certain Asset Purchase Agreement dated February 22, 2002 and accepted as of February 26, 2002 pursuant to which Assignor has agreed to assign to Assignee certain Intellectual Property and associated goodwill to Assignee ("Asset Purchase Agreement"); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an integral and necessary part of the transaction, it is hereby agreed that:

1. **Assignment of Trademarks.** Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to all trade names, trademarks, service marks, logos, assumed names, brand names and all registrations and applications therefor together with the goodwill of the business symbolized thereby as used in the Business or in which Assignor or its Business has any interest (the "Assigned Marks"), including but not limited to those trademarks, service marks, registrations and applications which are listed on Schedule A attached hereto which forms a part hereof, and the right to sue for all past, present and future infringements of the Assigned Marks.

2. **Assignment of Patents.** Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to all U.S. and foreign patents and pending patent applications together with any and all continuations, continuations in part, divisions, reissues, extensions and renewals thereof as used in the Business or in which Assignor or its Business has any interest (the "Assigned Patents"), including but not limited to those the issued patents and filed patent applications which are listed on Schedule B attached hereto which forms a part hereof, and the right to sue for all past, present and future infringements of the Assigned Patents.

3. **Assignment of Other Intellectual Property.** Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to any and all trade secrets, know-how, inventions, designs, formulae and processes, whether trade secrets or not, copyrights and any registrations and applications therefor, technology rights and licenses, and all other intellectual property owned by, registered in the name of, or used in the Business or in which Assignor or its Business has any interest or is otherwise necessary for the ownership and use of the Assigned Marks and Assigned Patents (the "Other Intellectual Property", together with the Assigned Marks and Assigned Patents, the "Intellectual Property Assets"), to the full extent of the scope of use therein described, together with goodwill and all business connected with the use of and symbolized by the Other Intellectual

Property and the right to sue for all past, present and future infringements or misappropriation of the Other Intellectual Property.

4. **Technical Documentation.** Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever in all technical and descriptive materials relating to the Intellectual Property Assets.

5. **Further Assurances.** Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Intellectual Property Assets.

7. **Duration.** This Agreement is made unto Assignee, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof.

(Signatures on Following Page)

(Signatures to Intellectual Property Assignment Agreement)

IN WITNESS WHEREOF, Assignor has hereunto set its hand as of the date set forth above.

ATTEST:

ASSIGNOR: MSHOW.COM, INC.

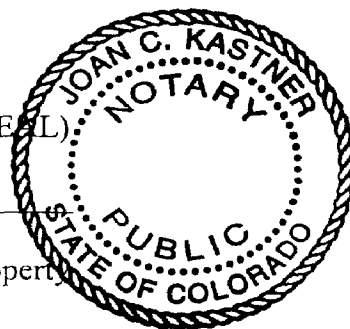
By: Robert H. Ogden
Chairman

State of Colorado, County of Denver, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Robert H. Ogden, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the Chairman and Secretary of MSHOW.com, Inc., a Delaware corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said MSHOW.com, Inc.

Given under my hand and seal this 10th day of May, 2002.

Joan C. Kastner (SEAL)
Notary
My Commission expires: 4-3-05



For purposes of identification only, Assignee has signed this Intellectual Property Assignment Agreement.

ATTEST:

ASSIGNEE: INTERCALL WEB
CONFERENCEING, INC.

By: _____

SCHEDULE A
Trademarks

Mark	Reg. / App. No	Reg. / App. Date
MSHOW.COM	2,528,452	1/8/02
M.SHOW	2,219,373	1/19/99
TOGETHERWARE	2,393,773	10/10/00
M and Design	75,934341	3/3/00
MSHOW.COM, INC	75,719378	6/2/99
MOVE THE IDEA		
ISEMINAR		
ISTREAM		
THE INTERACTIVE		
BROADCASTING COMPANY		
V.SHOW		
BROADBAND and Design		
M.CALL		

SCHEDULE B
Patents

1. "Method and System For Providing A Presentation On A Network"
 - a. United States 6,161,137 based on provision application no. 06/041,770
 - b. Australia 68829/98
 - c. Canada 2,284,797
 - d. Cuba 149/99
 - e. Europe 98914484.5
 - f. Israel 132,060
 - g. Mexico 9908956
 - h. Singapore 9904778-9
2. Continuation-in-part based on US 6,161,137 filed 7/25/00; "Providing A Presentation On A Network Having A Plurality of Synchronized Media Types"; MSHOW.com, Inc.; status unknown
3. Continuation of US 6,161,137 filed 9/29/00; "Method and System for Using Multiple Networks To Provide A Presentation"; MSHOW.com, Inc.; status unknown
4. Continuation-in-part based on US 6,161,137; not yet filed; "Multi-Stream Presentation On A Communications Network"; MSHOW.com, Inc.; in development and not yet drafted