



08-13-2002



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To the Honorable Commissioner c

shed original documents or copy thereof.

1. Name of conveying party:
 Name: Group Logic, Inc. *08/07/02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: Virginia
 Corporation of Canada
 Other

Date of execution of attached Document: July 31, 2002

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

2. Name and address of receiving party(ies):
 Name: Imagexpo, L.L.C.
 Street Address: 13515 Ballantyne Corporate Place
 City: Charlotte State/Country: North Carolina ZIP: 28277

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Liability Company Delaware
 Corporation _____
 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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration Number(s): 1,932,280

Additional numbers attached? Yes No.

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

Name: Kenneth Sheehan
 Internal Address: BAKER & HOSTETLER, LLP
 Washington Square, Suite 1100
 1050 Connecticut Avenue, N.W.
 Washington DC 20036-5304
 Tel: (202) 861-1682
 Fax: (202) 861-1783

6. Total number of applications and registrations involved:..... 1

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

8. Deposit account number: 50-2036
 Atty. Dkt. No.: 87295-0687

(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.

Kenneth Sheehan *[Signature]* August 7, 2002
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

08/12/2002 AAHMED1 00000086 1932280
01 FC:581 40.00 DP

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This agreement is made this 31st day of July 2002, by and among IMAGEXPO, L.L.C., a Delaware limited liability company ("Buyer"), and GROUP LOGIC, INC., a Virginia corporation ("Seller").

For good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the agreements and obligations of Seller under the Asset Purchase Agreement by and among Buyer and Seller (the "Purchase Agreement"), Seller hereby assigns, conveys and transfers to Buyer all of the Intellectual Property, as defined in the Purchase Agreement, that is among the Assets conveyed to Buyer under the Purchase Agreement. As provided in the Purchase Agreement, such Intellectual Property includes, but is not limited to: (a) the Trademarks and Patents (including, without limitation, the applications therefor) listed in Attachment A hereto; (b) the right to sue at law, or in equity, for any infringement or other impairment of the Intellectual Property, including the right to collect damages, including, without limitation, past damages, and proceeds therefrom; and (c) the goodwill pertaining to the Trademarks.

All capitalized terms not defined herein shall have the meanings given to such terms in the Purchase Agreement.

Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions of the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK

-- REEL: 002560 FRAME: 0933

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Transfer Agreement to be duly executed as of this 31st day of July_2002.

GROUP LOGIC, INC.

By: 

Frederick E. Naef III
Executive Vice President

TRADEMARK

REEL: 002560 FRAME: 0934

APPENDIX A

PATENT

U.S. Patent No. 5,206,934 titled "METHOD AND APPARATUS FOR INTERACTIVE COMPUTER CONFERENCING"

TRADEMARKS

IMAGEXPO, U.S. Trademark Registration No. 1,932,280

ASPECTS

WHITEBOARD