

Form PTO-1594
(Rev. 03/01)
OMB No. 0651 (exp. 5/31/200)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab setting ⇌⇌⇌

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

1. Name of conveying party(ies):
Eric Korb

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

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

2. Name and address of receiving party(ies)
Name: InterCall, Inc. _____
Internal Address: _____
Street Address: 8420 W. Bryn Mawr Avenue, Suite 400 _____
City: Chicago _____ State: IL _____ Zip: 60631 _____

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

If assignee is not domiciled in the United States, a domestic representative designated 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: January 31, 2003 _____

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

2,342,313
2,643,720

Additional number(s) attached Yes No

6. Total number of applications and registrations involved:2.....

7. Total fee (37 CFR 3.41)\$ 65.00 _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
_____16-0605_____

(Attached duplicate copy of this page if paying by deposit account)

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

Name: Wendy L. Robertson _____
Internal Address: Alston & Bird LLP _____

Street Address: 1201 W. Peachtree Street _____

City: Atlanta _____ State: GA _____ Zip: 30309-3424 _____

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.

Name of Person Signing

Wendy Robertson _____
Signature

2/6/03
Date

Total number of pages including cover sheet, attachments, and document: 6
Mail documents to be recorded with required cover sheet information to:
Commissioner to Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is executed this 31st day of January, 2003 ("Effective Date"), by Eric Korb, located at 210 Washington Drive, Watchung, NJ 07069 ("Korb") and deBizness, LLC, 16 Mt. Bethel Road, Warren, NJ 07059 ("deBizness"; together with Korb, the "Seller") and InterCall, Inc., with principal offices at 8420 W. Bryn Mawr Ave., Suite 400, Chicago, IL 60631 ("Purchaser").

WHEREAS, Seller is the owner of certain trademarks, trademark registrations and domain names more specifically identified herein in addition;

WHEREAS, Purchaser desires to purchase, and Seller desires to sell, all of Seller's right, title and interest in and to such trademarks, trademark registrations and domain names to Purchaser.

NOW, THEREFORE, the parties agree as follows:

1.0 Definitions. The following capitalized terms shall have the meanings provided below:

1.1 "Assigned Trademarks" means the trademarks and trademark registrations set forth in Exhibit 1.1 attached hereto and incorporated by this reference.

1.2 "Assigned Domain Names" means the domain names set forth in Exhibit 1.2 attached hereto and incorporated by this reference.

1.3 "Purchase Price" means Thirty Three Thousand Dollars (\$33,000.00).

2.0 Representations and Warranties of Seller.

2.1 Seller is the owner of all right, title, and interest in and to each of the Assigned Trademarks and Assigned Domain Names, free and clear of all encumbrances and all other adverse claims, and has the right to use without payment to a third party all of such Assigned Trademarks and Assigned Domain Names.

2.2 All Assigned Trademarks and Assigned Domain Names are currently in compliance with all formal legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Effective Date.

2.3 There are no licenses, contracts or other arrangements, oral or written, relating to the Assigned Trademarks and Assigned Domain Names to which Seller is a party or by which it is bound, and there are no royalties payable or receivable in respect of any of the Assigned Trademarks and Assigned Domain Names. There are no

outstanding, and to Seller's knowledge, no threatened disputes or disagreements with respect to the alleged existence of any such contract or other arrangement.

2.4 Seller is not a plaintiff or defendant in any claim, suit, action or proceeding which involves a claim of infringement of any rights relating to arising in connection with the Assigned Trademarks and Assigned Domain Names. To Seller's Knowledge, none of the Assigned Trademarks and Assigned Domain Names are subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use thereof by Seller or its affiliates restricting the licensing or transfer thereof by Seller to any Person.

2.5 To Seller's Knowledge, no Assigned Trademark and Assigned Domain Names are infringed or has been challenged or threatened in any way by any third party. None of the Assigned Trademarks or Assigned Domain Names infringes or is alleged to infringe any trade name, trademark, domain name, service mark or other proprietary right of any third party.

3.0 Assignment. In exchange for the Purchase Price, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's right, title and interest in and to the Assigned Trademarks, Assigned Domain Names and all goodwill annexed to the Assigned Trademarks and Assigned Domain Names and associated with the business symbolized thereby, including without limitation Seller's right to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

4.0 Further Assistance. Seller agrees, without further consideration, to execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Purchaser may reasonably request to properly vest and record title in Purchaser and to perfect Purchaser's right, title, and interest in, and enjoyment of, the Assigned Trademarks and Assigned Domain Names.

5.0 Governing Law. This Assignment shall be governed and construed in accordance with the law of the State of Georgia, without giving effect to conflicts of law principles thereof.

6.0 Other Agreements. Prior to the Closing, Seller will terminate any and all contracts, licenses or other agreements for use of the Assigned Trademark and Assigned Domain Names.

[Signature on following page]

Seller:
DeBusiness, LLC

Name: ERIC KORB

Title: Principal

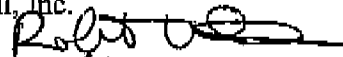


ERIC KORB

ACKNOWLEDGED AND ACCEPTED:

Purchaser:

By: InterCall, Inc.



Name: Robert Wise

Title: Vice President + General Counsel

Exhibit 1.1
Assigned Trademarks

Registered Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Country</u>
Webinar	2,342,313	75-478683	April 18, 2000	United States
Webinar Logo	2,643,720		10/29/02	United States

Exhibit 1.2
Assigned Domain Names

Registered Domain Names

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Creation Date</u>	<u>Registrar</u>
webinars.com	April 21, 2005	April 21, 1998	Network Solutions
webinars.net	April 6, 2003	April 6, 1999	Network Solutions
webinars.tv	December 24, 2004	December 24, 2000	Network Solutions
webinars.us	April 24, 2004	May 3, 2002	Network Solutions
webinar.us	April 24, 2004	May 3, 2002	Network Solutions