

1-31-92

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To the Honorable Commissioner of Patents and Trademarks



Documents or copy thereof.

1. Name of conveying party(ies):

InfoSpace, Inc.
601 108th Avenue NE
Suite 1200
Bellevue, WA 98004

1-29-03

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date: January 22, 2003

102352894

The Excite Network, Inc.
One Bridge Street, Suite 42
Irvington, NY 10533

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

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,094,134; 2,194,093; 2,233,314; 2,270,150; 2,306,409;
2,454,399 and 2,660,248

Additional numbers attached? Yes No

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

Name: Kelly L. Williams, Esq.
Internal Address: Cummings & Lockwood
Street Address: 700 State Street
Post Office Box 1960
City: New Haven State: Connecticut Zip: 06509-1960

6. Total number of applications and registrations involved: [7]

7. Total fee (37 CFR 3.41): \$190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-0231
(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.

Signature Kelly L. Williams
Kelly L. Williams, Esq.

January 29 2003

Total number of pages comprising cover sheet: [10]

01/30/2003 6TDM11 0000097 110231 2094134

01 FC:8521 40.00 CH
02 FC:8522 130.00 CH

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

OFFICE OF INFORMATION RECORDS
2003 JAN 29 PM 4:14
COMMERCIAL SECTION

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement"), dated as of January 22, 2003, is made by and between InfoSpace, Inc., a corporation organized and existing under the laws of Delaware, located at 601 108th Ave NE, Suite 1200, Bellevue, WA 98004 (hereinafter referred to as "InfoSpace"), and The Excite Network, Inc. (formerly known as iWon, Inc.) a corporation organized and existing under the laws of Delaware, located at One Bridge Street, Suite 42, Irvington, NY 10533 (hereinafter referred to as "iWon").

WITNESSETH:

WHEREAS, iWon and InfoSpace have entered into that certain Internet Services Agreement between the parties dated November 8, 2001 (the "Internet Services Agreement") and that Trademark and Domain Name License Agreement dated as of November 8, 2001 by and between iWon, Inc., and InfoSpace (the "Prior License Agreement"); and

WHEREAS, pursuant to Section 3.10 of the Internet Services Agreement, InfoSpace and the Prior License Agreement, and subject to its terms, InfoSpace has agreed to assign iWon the Excite Marks and the Excite Domain Name upon the occurrence of a Transfer Event under Section 3.10 of the Internet Services Agreement and the expiration or termination by iWon of the Prior License Agreement; and

WHEREAS, a Transfer Event has occurred under Section 3.10 of the Internet Services Agreement and the Prior License Agreement has been terminated as of the date hereof pursuant to its terms; and

WHEREAS, iWon and InfoSpace are entering into the Trademark and Domain Name License Agreement dated as of the date hereof (the "New License Agreement") pursuant to which iWon is granting InfoSpace an exclusive license, with the right to sublicense affiliates, with respect to use of the Excite Marks (as defined below) and the sub-domain "search.excite.com" or any successor or replacement thereto under the Internet Services Agreement (the "Sub-domain") solely in connection with providing Internet search services.

NOW, THEREFORE, in consideration of the foregoing premises and payment of \$1.00 by the iWon to Infospace, the receipt and sufficiency of which is hereby acknowledged, InfoSpace hereby agrees with iWon as follows:

Section 1. Defined Terms.

a. Unless otherwise defined herein, terms defined in the Prior License Agreement and used herein have the meaning given to them in the Prior License Agreement.

"Excite Domain Name" shall mean all domain names listed on Schedule A hereto.

"*Excite Marks*" shall mean all marks listed on Schedule A hereto.

"*Trademark and Domain Name*" shall mean (1) the Excite Marks, (2) the Excite Domain Name, (3) the registrations and pending registration applications, reissues, continuations or extensions of the Excite Marks, (4) the registrations and pending registration applications of the Excite Domain Name, (5) rights arising from the use in commerce of the Excite Marks and the Excite Domain Name (including all derivatives, combinations or alternatives thereof), whether or not such rights are registered, or registration has been applied for, (6) the goodwill of the business symbolized by and associated with the Excite Marks, and (7) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Excite Marks or Excite Domain Name, the registrations or pending registration applications thereof, or such associated goodwill.

Section 2. Assignment of Domain Name and Trademarks.

a. InfoSpace hereby agrees that, at iWon's cost and expense, it shall record with the United States Patent and Trademark Office and in any other applicable public office or agency of the United States, any state or territory thereof, or any other country, a copy of this document promptly upon execution hereof.


b. Subject to the license granted to InfoSpace pursuant to the License Agreement and the license granted by InfoSpace to At Home Corporation pursuant to the Trademark License dated November 30, 2001, InfoSpace hereby assigns, conveys, transfers and grants to iWon its entire right, title and interest in, to and under the Trademark and Domain Name free of any and all liens, claims or encumbrances created on or after the closing of the Asset Sale and Transition Services Agreement between Infospace and At Home Corporation, dated November 8, 2001..

Section 3. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

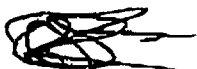
IN WITNESS WHEREOF, InfoSpace has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INFOSPACE, INC.

By: 
Name: Mark Gans
Title: EVP, Wireless

Accepted and Agreed:

THE EXCITE NETWORK, INC.

By: 
Name: MARK STEIN
Title: EVP + GC

ACKNOWLEDGEMENT OF INFOSPACE

STATE OF Washington)
) ss.
COUNTY OF King)

On this 22 day of January, 2003 before me personally appeared Yack Baur, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of InfoSpace, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Kurt Langkow
Notary Public

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

SCHEDULE A

SCHEDULE OF MARKS AND DOMAIN NAMES

EXCITE DOMAIN NAMES

axcite.com
eccite.com
excie.com
excit.com
excite.com
excite.info
excite.org
excite.web
exciteauctions.com
excite-auctions.com
excitecareers.com
excite-careers.com
excitechat.com
excitechatroom.com
excitechatrooms.com
exciteclassifieds.com
excite-classifieds.com
excite-communities.com
exciteconnection.com
exciteconnection.net
exciteemail.com
excite-email.com
exciteextreme.com
excitefm.com
excitefm.net
excitefm.org
excitefreeconnection.com
excitefreeconnection.net
excitefreeworld.com
excitefreeworld.net
excite-free-world.com
excitegams.com
excitehoroscope.com
excite-mail.com
excitemail.net
excitemail.org
excite-members.com

excite-online.com
excitepersonals.com
excite-rewards.com
excite-search.com
excite-service-alert.com
excitevoicechat.com
excitextreme.com
excitezink.com
freeworldbyexcite.com
fresworlbyexcite.net
free-world-by-excite.com
freeworldexcite.com
freeworldexcite.net
free-world-excite.com
getexcite.com
inside-excite.com
mailbyexcite.com
mailexcite.com
petexcite.com
registration-excite.com
webexcite.com

EXCITE MARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>STATUS</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>REG. DATE</u>	<u>REG. NO.</u>	<u>OWNER OF RECORD</u>	<u>DEADLINE ACTION DUE</u>
EXCITE	Argentina	09	Registered	12/29/98	2,195,068	5/15/00	1.793.969	Excite, Inc.	
EXCITE	Argentina	16	Registered	12/29/98	2,195,069	5/15/00	1.793.970	Excite, Inc.	
EXCITE	Argentina	38	Registered	12/29/98	2,195,070	5/15/00	1.793.971	Excite, Inc.	
EXCITE	Argentina	41	Registered	12/29/98	2,195,071	5/15/00	1.793.972	Excite, Inc.	
EXCITE	Argentina	42	Registered	12/29/98	2,195,072	5/15/00	1.793.973	Excite, Inc.	
EXCITE	Brazil	09	Pending (Published)	12/30/98	821327631			Excite, Inc.	
EXCITE	Brazil	16	Pending (Published)	12/30/98	821327674			Excite, Inc.	
EXCITE	Brazil	38	Pending (Published)	12/30/98	821327682			Excite, Inc.	
EXCITE	Brazil	40 (BR class)	Pending (Published)	12/30/98	821327666			Excite, Inc.	
EXCITE	Brazil	41 (BR class)	Pending (Published)	12/30/98	821327640			Excite, Inc.	
EXCITE	Chile	09	Registered	12/28/98	436.482	8/19/99	546.481	Excite, Inc.	
EXCITE	Chile	16	Registered	12/28/98	436.483	8/19/99	546.479	Excite, Inc.	
EXCITE	Chile	38	Registered	12/28/98	436.484	8/19/99	546.478	Excite, Inc.	
EXCITE	Chile	41	Registered	12/28/98	436.485	8/19/99	546.477	Excite, Inc.	
EXCITE	Chile	42	Registered	12/28/98	436.486	8/19/99	546.480	Excite, Inc.	
EXCITE	Mexico	09	Pending	12/16/98	358417			Excite, Inc.	
EXCITE	Mexico	16	Registered	12/16/98	358,413	5/27/99	611133	Excite, Inc.	USE 12/16/01 DEADLINE
EXCITE	Mexico	38	Registered	12/16/98	358,414	5/27/99	611134	Excite, Inc.	USE 12/16/01 DEADLINE
EXCITE	Mexico	41	Registered	12/16/98	358,415	5/27/99	611135	Excite, Inc.	USE 12/16/01 DEADLINE
EXCITE	Mexico	42	Registered	12/16/98	358,416	6/22/99	614829	Excite, Inc.	USE 12/16/01 DEADLINE
EXCITE	United States	41, 42	Registered	9/25/95	74/733,507	9/9/97	2,094,134	At Home Corporation	
EXCITE	Venezuela	09	Registered	12/30/98	23852-98	9/10/99	P-215,477	Excite, Inc.	
EXCITE	Venezuela	16	Registered	12/30/98	23853-98	9/10/99	P-215,472	Excite, Inc.	
EXCITE	Venezuela	38	Registered	12/30/98	23854-98	9/10/99	S-11038	Excite, Inc.	
EXCITE	Venezuela	41	Registered	12/30/98	23855-98	9/10/99	S-11039	Excite, Inc.	
EXCITE	Venezuela	42	Registered	12/30/98	23856-98	9/10/99	S-11040	Excite, Inc.	
EXCITE CLASSIFIEDS	United States	42	Registered	7/6/98	75/513,120	5/29/01	2,454,399	At Home Corporation	
EXCITE (& Design)	Argentina	09	Registered	12/29/98	2,195,073	5/15/00	1.793.974	Excite, Inc.	
EXCITE (& Design)	Argentina	16	Registered	12/29/98	2,195,074	5/15/00	1.793.975	Excite, Inc.	

EXCITE (& Design)	Argentina	38	Registered	12/29/98	2,195,075	5/15/00	1,793,976	Excite, Inc.	
EXCITE (& Design)	Argentina	41	Registered	12/29/98	2,195,076	5/15/00	1,793,977	Excite, Inc.	
EXCITE (& Design)	Argentina	42	Registered	12/29/98	2,195,077	5/11/00	1,793,664	Excite, Inc.	
EXCITE (& Design)	Brazil	09	Pending (Published)	12/30/98	821327607			Excite, Inc.	
EXCITE (& Design)	Brazil	16	Pending (Published)	12/30/98	821327593			Excite, Inc.	
EXCITE (& Design)	Brazil	38	Pending (Published)	12/30/98	821327585			Excite, Inc.	
EXCITE (& Design)	Brazil	40 (BR class)	Pending (Published)	12/30/98	821327615			Excite, Inc.	
EXCITE (& Design)	Brazil	41 (BR class)	Pending (Published)	12/30/98	821327577			Excite, Inc.	
EXCITE (& Design)	Mexico	09	Registered	12/16/98	358,417	4/19/99	606,384	Excite, Inc.	USE 12/16/01 DEADLINE
EXCITE (& Design)	Mexico	16	Registered	12/16/98	358,418	3/29/99	604,268	Excite, Inc.	USE 12/16/01 DEADLINE
EXCITE (& Design)	Mexico	38	Registered	12/16/98	358,419	4/28/99	607429	Excite, Inc.	USE 12/16/01 DEADLINE
EXCITE (& Design)	Mexico	41	Registered	12/16/98	358,420	2/24/00	642942	Excite, Inc.	USE 12/16/01 DEADLINE
EXCITE (& Design)	Mexico	42	Registered	12/16/98	358,421	4/28/99	607430	Excite, Inc.	USE 12/16/01 DEADLINE
EXCITE (& Design)	United States	09	Registered	4/18/97	75/277,089	3/23/99	2,233,314	At Home Corporation	
EXCITE (& Design)	United States	38, 42	Registered	4/18/97	75/277,099	8/17/99	2,270,150	At Home Corporation	
EXCITE (& Design)	Venezuela	09	Registered	12/30/98	23857-98	8/17/00	P-223187	Excite, Inc.	
EXCITE (& Design)	Venezuela	16	Registered	12/30/98	23861-98	8/17/00	P-223,188	Excite, Inc.	
EXCITE (& Design)	Venezuela	38	Registered	12/30/98	23860-98	8/17/00	S-13712	Excite, Inc.	
EXCITE (& Design)	Venezuela	41	Registered	12/30/98	23858-98	8/17/00	S-13710	Excite, Inc.	
EXCITE (& Design)	Venezuela	42	Registered	12/30/98	23859-98	8/17/00	S-13711	Excite, Inc.	
EXCITE (& Design) (new)	Chile	09	Registered	12/28/98	436,477	8/19/99	546,485	Excite, Inc.	
EXCITE (& Design) (new)	Chile	16	Registered	12/28/98	436,478	8/19/99	546,486	Excite, Inc.	
EXCITE (& Design) (new)	Chile	38	Registered	12/28/98	436,479	8/19/99	546,483	Excite, Inc.	
EXCITE (& Design) (new)	Chile	41	Registered	12/28/98	436,480	8/19/99	546,484	Excite, Inc.	

EXCITE (& Design) (new)	Chile	42	Registered	12/28/98	436,481	8/19/99	546,482	Excite, Inc.
EXCITE PRECISION SEARCH	United States	42	Pending	6/12/00	76,070,647			At Home Corporation
EXCITE SEARCH	United States	42	Registered	7/9/96	75,131,676	10/6/98	2,194,093	At Home Corporation
LBP (Miscellaneous Design)	United States	09	Registered	5/16/97	75,292,961	1/4/00	2,306,409	At Home Corporation