

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stargate Industries, L.L.C.		10/21/2003	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Stargate Acquisition, LLC
Street Address:	812 Huron Road
Internal Address:	Suite 812
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2206309	STARGATE
Serial Number:	75570815	STARBURST
Registration Number:	2227329	WHAT INTERNET SERVICE SHOULD BE
Serial Number:	75832120	STARGATE.NET
Serial Number:	75913210	STARGUARDIAN
Serial Number:	76022839	EXTREME BUSINESS

CORRESPONDENCE DATA	
Fax Number:	(216)363-4607
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(216) 363-4152
Email:	trademark@bfca.com
Correspondent Name:	Susan E. Clady
Address Line 1:	200 Public Square
Address Line 2:	2300 BP Tower
Address Line 4:	Cleveland, OHIO 44114-2378

OP \$165.00 2206309

ATTORNEY DOCKET NUMBER:

27839-2

NAME OF SUBMITTER:

Susan E. Clady

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of October 21st, 2003 by and among STARGATE ACQUISITION LLC, an Ohio limited liability company ("Assignee"), the nominee of E-XPEDIENT HOLDINGS USA, LLC, an Ohio limited liability company ("E-xpedient"), under the Purchase Agreement (as defined below), and STARGATE.NET, INC., a Pennsylvania corporation, STARGATE APPLICATION SERVICES GROUP, L.L.C., a Pennsylvania limited liability company, STARGATE INDUSTRIES, L.L.C., A Pennsylvania limited liability company, STARGATE PROFESSIONAL SERVICE GROUP, L.L.C., a Pennsylvania limited liability company, STARGATE LOCAL SERVICES, L.L.C., a Pennsylvania limited liability company, and USA ONRAMP, INC., a Pennsylvania corporation, (collectively, "Assignors").

RECITALS:

A. Assignors, as Sellers, and E-xpedient, as Buyer, have heretofore entered into that certain Asset Purchase Agreement, dated as of September 17, 2003 (the "Purchase Agreement"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Purchase Agreement.

B. Assignors desire to assign to Assignee, and Assignee desires to accept from Assignors, all of Assignors' right, title and interest in and to the Intellectual Property Rights, together with the goodwill symbolized by the trademarks and service marks included therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. **Intellectual Property Assignment.** Effective as of the Closing Date, Assignors hereby sell, assign, convey, grant and transfer unto Assignee the following:

(a) Assignors' entire right, title and interest in and to the Intellectual Property Rights, including, without limitation, (i) the patents, patent applications, trademarks, service marks, trademark applications, service mark applications, copyrights, copyright applications, trade names and domain names set forth on **SCHEDULE 1** attached hereto and (ii) the goodwill associated with the trademarks and service marks set forth on **SCHEDULE 1** attached hereto;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignors have or might have by reason of any infringement of any Intellectual Property Right prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name;

(c) Any income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any of the Intellectual Property Rights, including, without limitation, the right to recover for past, present or future infringements of the Intellectual Property Rights; and

(d) All rights corresponding to the trademarks throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

2. **Further Assurance.**

(a) Assignors agree that they shall do, execute, acknowledge and deliver, all acts, agreements, documents, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

(b) Assignors shall, at any time upon request and without further consideration, communicate to Assignee, its successors and assigns, any facts relating to the Intellectual Property Rights or the history thereof as may be known to Assignors or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of Assignee.

3. **Enforceability.** If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. **Amendment.** This Assignment may be amended or supplemented only by an instrument in writing signed by Assignors and Assignee.

5. **No Third-Party Beneficiaries.** Nothing in this Assignment shall confer any rights upon any Person other than Assignors and Assignee and each such party's respective successors and permitted assigns.

6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

7. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law provision thereof that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

9. **Purchase Agreement Governs.** Notwithstanding anything contained in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment.

IN WITNESS WHEREOF, each of Assignors and Assignee has caused this Assignment to be executed as of the date first written above.

ASSIGNEE:

STARGATE ACQUISITION, LLC

By: 
Bradley Reynolds, President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 21st day of October, 2003 before me appeared Bradley Reynolds, the person who signed this instrument, who acknowledged that he signed it on behalf of Stargate Acquisition, LLC with authority to do so.


Notary Public

My commission expires:
DONNA FULLER, Notary Public
State Of Ohio, Cuyahoga County
My Commission Expires Dec. 3, 2003

ASSIGNORS:

STARGATE.NET, INC.

By: _____
Marcus L. Ruscitto, President & CEO


STARGATE APPLICATION SERVICES
GROUP, L.L.C.

By: _____
Marcus L. Ruscitto, President & CEO

IN WITNESS WHEREOF, each of Assignors and Assignee has caused this Assignment to be executed as of the date first written above.

ASSIGNEE:

STARGATE ACQUISITION, LLC

By: 
Bradley Reynolds, President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 21st day of October, 2003 before me appeared Bradley Reynolds, the person who signed this instrument, who acknowledged that he signed it on behalf of Stargate Acquisition, LLC with authority to do so.


Notary Public

My commission expires:
DONNA FULLER, Notary Public
State Of Ohio, Cuyahoga County
My Commission Expires Dec. 3, 2003

ASSIGNORS:

STARGATE.NET, INC.

By: _____
Marcus L. Ruscitto, President & CEO

STARGATE APPLICATION SERVICES
GROUP, L.L.C.

By: _____
Marcus L. Ruscitto, President & CEO

IN WITNESS WHEREOF, each of Assignors and Assignee has caused this Assignment to be executed as of the date first written above.

ASSIGNEE:

STARGATE ACQUISITION, LLC

By: _____
Bradley Reynolds, President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this ___ day of October, 2003 before me appeared Bradley Reynolds, the person who signed this instrument, who acknowledged that he signed it on behalf of Stargate Acquisition, LLC with authority to do so.

Notary Public

My commission expires:

ASSIGNORS:

STARGATE.NET, INC.

By: 
Marcus L. Ruscitto, President & CEO

STARGATE APPLICATION SERVICES GROUP, L.L.C.

By: 
Marcus L. Ruscitto, President & CEO

EXHIBIT A

Trademarks

"Stargate" US Service Mark Registration in International Classes 35, 38 and 42, Registration Number 2,206,309.

"Starburst" US Service Mark Application Based Upon Intent to Use in International Class 38, Serial Number 75/570,815. Filed on October 14, 1998.

"Stargate" US Trademark Application Based Upon Actual Use in International Class 9, Serial Number 75/145,140. Registration Number 2,716,845.

"What Internet Service Should Be" US Service Mark Registration Number 2,227,329 in International Class 38, Serial No. 75/303,772.

"Stargate.net" US Service Mark Application Based Upon Intent to Use in International Class 38, Serial Number 75/832120. Filed on October 27, 1999.

"Starguardian" US Service Mark, Serial Number 75/913, 210, Filed February 7, 2000.

"Extreme Business" US Trademark Application Based Upon Intent to Use in International Class 38, Serial Number 76/022839. Filed on April 11, 2000.

ErieNet (not registered)

InetONE (not registered)

Intrepid Technologies (not registered)

USA OnRamp (not registered)

Real Internet, Real Easy (not registered)

StarTraveler (not registered)

Owned Websites and Domain Names:

stargate.net

sgi.net

pgh.net

pgh.com

pgh-online.com

tristate.net

tsil.net

webstation.net

zns.net

usaonramp.net

usaonramp.com

Intrepid.net

erie.net

erienet.com

toolcity.net

ncinter.net

blink.net

knownet.net

mergemedia.com

ciscorp.com

usaor.net

inetone.net

pingandpower.com

pingandpower.net

stargateasp.com

stargatechoice.com