

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
Point.com, Inc.		08/16/2001	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Ben Stephenson Jr.
Street Address:	8864 West 106th Terrace
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66212
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	75706621	POINT.COM
Serial Number:	75706620	POINT.COM
Serial Number:	75706619	POINT.COM

CORRESPONDENCE DATA	
Fax Number:	(202)457-6513
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	pjorgensen@pattonboggs.com
Correspondent Name:	Paul C. Jorgensen
Address Line 1:	2550 M Street NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	020748.0101
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NAME OF SUBMITTER:	Paul C. Jorgensen
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Total Attachments: 12
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ASSIGNMENT AND TRANSFER AGREEMENT

THIS ASSIGNMENT AND TRANSFER AGREEMENT ("Agreement") dated as of August 16, 2001 (the "Effective Date"), by and between Point.com, Inc., a Washington corporation (the "Registrant"), and Ben Stephenson, Jr. (the "Transferee").

RECITALS

A. Registrant is the holder of the domain name www.Point.com (the "Domain Name") on the Internet, which domain name is registered with Network Solutions, Inc. ("NSI") and (i) several related trademarks and application for registration, together with (a) the goodwill associated with and symbolized by the trademarks and only that goodwill which goodwill shall not include general goodwill of the Registrant, and (b) the right to sue and recover damages and profits for future infringement and (ii), several related intent to use trademarks and applications for registration, together with (a) the portion of the business which is ongoing and existing and which is related to such trademarks; and (b) the right to sue and recover damages and profits for future infringement (collectively, "Trademarks").

B. Transferee desires to obtain an assignment of the Domain Name and Trademarks (collectively, "Transferred Assets") and Registrant desires to assign to Transferee the Transferred Assets.

NOW, THEREFORE, for good and valuable consideration including the following, the parties hereto covenant and agree as follows:

1. **Transfer of Domain Name(s).**

(a) Registrant shall release, assign and transfer the Domain Name to Transferee or its designee as of the date hereof by completing a copy of NSI's Registrant Name Change Agreement form (a copy of which is attached hereto as Exhibit 1) and executing said copy in the presence of an authorized notary public. Transferee shall then complete its portion of the Domain Name Change Agreement and accept immediate assignment of the Domain Name as soon as practicable following the Registrant's completion of its portion of the assignment process.

(b) Registrant shall cooperate with Transferee and NSI in completing the transfer of the Domain Name from the Registrant to Transferee or its designee. Registrant shall promptly reply to any inquiries from NSI relating to the transfer.

(c) Transferee shall pay any fees charged by NSI for transferring the registration, or completing the re-registration of the Domain Name to Transferee or its designee.

2. **Transfer of Trademarks.** Concurrent with the execution of this Agreement, Registrant shall execute a Bill of Sale transferring all its rights, title and interest in the Trademarks. Such Bill of Sale is attached hereto as Exhibit 2. Registrant shall cooperate with Transferee in completing the transfer of the Trademarks from the Registrant to Transferee or its designee.

3. **Compensation.** Simultaneously with the execution of this Agreement, Transferee shall pay to Registrant \$ [redacted] in the form of a wire transfer (or other form of payment acceptable to Registrant) as consideration for the transfer of the Transferred Assets, made payable to Point.com, Inc., which funds shall be delivered to Registrant at the address listed below.

4. **Warranties and Representations.**

(a) Registrant warrants and represents that it is the sole owner of the Transferred Assets and transfers good and marketable title to the Transferred Assets to Transferee free and clear of any liens, encumbrances, security interest, licenses, assignments or other interest of third parties. Registrant represents and warrants that the

consideration paid by Transferee for the Transferred Assets is equal to the fair value of those assets. Registrant represents and warrants that (i) to the knowledge of Registrant, the Transferred Assets as heretofore used in connection with Registrant's business, do not infringe the rights of any other person or entity; (ii) no claim of any such infringement or violation has been threatened or asserted, and no such claim is pending against Registrant, its affiliates, or its end-user customers; and (iii) Registrant has not entered into any agreement, license, release, or order that restricts the right of Registrant or Transferee to exploit the Trademarks in any way. To the best of Registrant's knowledge, Registrant represents and warrants that the execution, delivery, and performance of this Agreement by Registrant do not and will not violate any security agreement, indenture, order, or other instrument to which Registrant is a party or by which it or any of its assets is bound.

(b) Other than the aforementioned representations and warranties, both parties agree that the Domain Name is delivered to Transferee "as is" without any warranties of any kind, not even the implied warranty of merchantability or fitness for a particular purpose.

5. Indemnity.

5.1. Indemnity by Registrant. Registrant hereby indemnifies Transferee against and from any claims or demands by third parties whether based on (a) any breach of any representation and warranty hereunder or (b) federal or state law, statutes or common law or other law, connected with, or arising out of, or relating to the holding or use of the Transferred Assets prior to the transfer of the Transferred Assets to Transferee.

5.2. Indemnity by Transferee. Transferee hereby indemnifies Registrant against and from any claims or demands by third parties whether based on federal or state law, statutes or common law or other law, connected with, or arising out of, or relating to the holding or use of the Transferred Assets from and after the transfer of the Transferred Assets to Transferee.

6. Breach of Agreement. In the event that any action is brought by any party hereto against the other out of an alleged breach or threatened breach of this Agreement or for its interpretation, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs incurred therein.

7. Miscellaneous Provisions.

7.1 Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the parties hereto.

7.2 This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas and any action to enforce or interpret this Agreement shall be brought exclusively in the District Court in Olathe, Kansas, or in the United States District Court of Kansas.

7.4 Each of the parties to this Agreement represents and warrants that as of the date of this Agreement, it has the sole right and authority to execute this Agreement on its behalf, and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand relating to any right surrendered by virtue of this Agreement. Each of the parties to this Agreement represents and warrants that it has not entered into any agreements which conflict with this Agreement and has taken the necessary steps to give effect to this Agreement.

7.5 This Agreement may be executed by facsimile signature and in counterparts, which taken together shall constitute one and the same instrument.

The headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereto.

8. Entire Agreement. This Agreement constitutes the entire and final agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, representations, promises and undertakings of any kind, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

REGISTRANT:

TRANSFEREE:

Dart. com inc

By [Signature]

By _____

Print Name [Signature]

Print Name _____

Title President / CEO

Title _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

REGISTRANT:

TRANSFEREE:

Ben Stephenson, Jr.

By _____

By Ben Stephenson, Jr.

Print Name _____

Ben Stephenson, Jr.

Print Name

Title _____

Title

EXHIBIT 1

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PAGE 05

CRONKER KUND LLC

2056249598

5:34

08/20/2001

TRADEMARK

06/24/01 FRI 12:52 FAX 913 481 4885 NETLIFE RESOURCES NO. 231 P.8 @uuz

Sent By: INPHONIC INC; 3018830081; Aug-15-01 5:27PM; Page 2
 RNCA; Page 1 of 4



Send this Agreement via fax to:
 Network Solutions, Inc.
 Attn: Registrant Change Group
 Priority Service: fax 1-703-464-4861
 Standard Service: fax 1-703-742-6980

OR Send Postal Mail or Courier to:
 Network Solutions, Inc.
 505 Hunter Park Drive
 Herndon, VA 20170
 Attn: Registrant Change Group
 Phone: 1-800-778-1710 within the U.S. and Canada
 International: 1-703-742-4777

Registrant Name Change Agreement
 Version 3.0 - Transfers

General Information:

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://www.networksolutions.com>.
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then fax or send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement point.com	
Choose Your Service Level	<input checked="" type="checkbox"/> I choose the Priority Registrant Name Change Service. My RNCA will be processed in 2 business days. I'll send this form via fax to (703) 464-4861.	<input type="checkbox"/> I choose the Standard Registrant Name Change Service. My RNCA will be processed in 3 to 6 weeks. I'll send this form via fax to (703) 742-6980.
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://www.networksolutions.com/) Point.com, Inc.	
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP (if applicable) 21520 30th Ave SE Building A, Suite 200 Seattle, WA 98148 US If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com/), please explain below	
Current Registrant's Type of Business	Corporation	

<http://www.networksolutions.com/cgi-bin/trackerchanges/rnca>

8/15/01

TRADEMARK

Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement or Service Agreement InPhonic, Inc.
New Registrant's Address	Enter the correct address of the new Registrant. 1010 Wisconsin Ave, Suite 200 Washington, DC 20007
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at URL http://www.networksolutions.com/makeachange/mca/service-agreement-1.txt NIC-819815.3ce8
Terms and Conditions	<p>The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.</p> <p>WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement or Service Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");</p> <p>WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application ("New Registrant's Application") for registration of the Domain Name;</p> <p>WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:</p> <p>1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, dissociating the Domain Name from the host servers designated by the Registrant without further notice.</p> <p>2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' Invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.</p> <p>3. Effective Date of the New Registrant's Registration of the Domain Name: The</p>

<http://www.networksolutions.com/cgi-bin/snakechanges/mca>

8/15/01

City, State, Zip Code	Overtown Park, Kansas
Today's Date	8-15-01
Cardholder's Daytime Phone Number	816-591-6011
Cardholder Signature	[Signature]
Credit Card Number	3717 256459-52006

Please check the following reminders before proceeding.

* Has your document been signed by someone with the ability to legally bind your organization? For an organization, this includes people with titles such as CEO, Owner and President.

* Did you confirm the domain name registration is in a 'paid' status? If not, check the payment status now on our home page at www.networksolutions.com. From this page, click Registration Payment Options, then choose Secure Online Payment System. Enter your domain name and click OK.

* Has the current registrant's signature been witnessed by a Notary Public? The signature dates for the current registrant and the Notary Public must match.

* Did you get a NIC tracking number for the new organization's registration? If you haven't already done so, complete a new Services Agreement/Templates for the new organization's registration at www.networksolutions.com/makechanges/nca/service-agreement-5-1.txt.

* Did you include the RACE-encoded version of your multilingual domain name? We can process a registrant name change for any multilingual domain name you purchase from Network Solutions. In order to complete your request, we require the RACE-encoded version of your domain name on your RICA. We cannot perform a registrant name change unless you provide us with the RACE-encoded version of your domain name.

Print a copy of this form for your records.

[Click here to continue.](#)

EXHIBIT 2

BILL OF SALE

Point.com, Inc., a Washington corporation (the "Seller"), for good and valuable consideration, the receipt of which is hereby acknowledged, does TRANSFER, CONVEY, ASSIGN, BARGAIN, SELL, and DELIVER unto Ben Stephenson, all rights title and interest in (a) trademarks, intent to use trademarks and related applications for registration (collectively, "Trademarks"), as set forth on Exhibit A hereto, together with the goodwill associated with and symbolized by the said Trademarks and only that goodwill, which goodwill shall not include general goodwill of the Seller, the portion of the business which is ongoing and existing and which is related to the intent to use trademarks and the right to sue and recover damages and profits for future infringement related to the domain name Point.com and (b) the domain name Point.com.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of August 24th 2001.

Point.com, Inc.

By: [Signature]

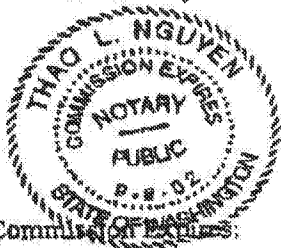
Name: PIK WONG

Title: PRESIDENT / CEO

STATE OF WASHINGTON
COUNTY OF KING

Before me, THAO L. NGUYEN, a Notary Public in and for the State and County aforesaid, personally appeared PIK WONG with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the within named bargainer, and that he as such executed the foregoing instrument for the purposes therein contained, by signing his name.

WITNESS my hand and seal at office, on this the 24th day of AUGUST, 2001.



[Signature]
Notary Public

My Commission Expires:

Exhibit A
Trademark and Applications for Registration

<u>Trademark</u>	<u>Serial Number</u>	<u>Status</u>
Point.com (and Design)	75-706621	Int'l 42 Published
Point.com (and Design)	75-706620	Int'l 35 Published
Point.com (and Design)	75-706619	Int'l 38 Published
Point.com	75-625837	Int'l 42 Pending
Point.com	75-625836	Int'l 35 Pending
Pointcom	75-521753	Int'l 42 Abandon
Powered By Point.com	76-118787	Pending
Powered By Point.com	76-118786	Pending
Powered By Point	76-118785	Pending
Powered By Point	76-118784	Pending

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