


<div>Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings</div>		<div>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<div>1. Name of conveying party(ies): Worldgate Communications, Inc. <div><div><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</div><div><input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership</div></div> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			<div>2. Name and address of receiving party(ies) Name: TVGateway, LLC Internal Address: Street Address: 1500 Market Street, 25th Fl. City: Philadelphia State: PA Zip: 19102 <div><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other Delaware Limited Liability company</div> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		
<div>3. Nature of conveyance: <div><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other</div><div><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name Execution Date: 9/30/03</div></div>					
<div>4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/882,417; 76/012,109</div>			<div>B. Trademark Registration No.(s) 2,516,598; 2,514,392; 2,549,034; 2,487,145</div>		
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Eamon J. Wall Internal Address: Moser, Patterson & Sheridan, LLP Street Address: 595 Shrewsbury Avenue Suite 100 City: Shrewsbury State: NJ Zip: 07702</div>			<div>6. Total number of applications and registrations involved: 6</div> <div>7. Total fee (37 CFR 3.41) \$ 240 <div><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</div></div> <div>8. Deposit account number: 20-0782</div>		
DO NOT USE THIS SPACE					
<div>9. Signature. EAMON J. WALL Name of Person Signing</div> <div> Signature</div> <div>3/8/04 Date</div> <div>Total number of pages including cover sheet, attachments, and document: 4</div>					

Mali documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$240.00 200782 76882417

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into this 30th day of September, 2003, by and between WORLDGATE COMMUNICATIONS, INC., a Delaware company (the "Assignor"), and TVGATEWAY, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated August 6, 2003, as amended by the First Amendment to the Asset Purchase Agreement dated September 30, 2003 (collectively, the "Agreement") providing for, among other things, the sale, assignment, transfer and delivery by the Sellers of all right, title and interest in and to Intellectual Property, including trademarks, certain of which are listed on the attached Schedule A (collectively, the "Marks"). Any defined term not specifically defined herein shall have the meaning specified in the Agreement.

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors and assigns.
3. Further Assurances. The Assignor agrees to execute and deliver at a future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

[Signature page follows. Rest of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first written above.

WORLDGATE COMMUNICATIONS, INC.

By: 

Name: Hal Krishberg

Title: Chairman and Chief Executive Officer

ACCEPTED:

TVGATEWAY, LLC

By: 

Name: William D. McCall

Title: Chief Executive Officer

Schedule A**Marks**

Mark	Jurisdiction	Reg. No.	Date Registered
MY FRIENDS	U.S.	2,516,598	3/27/2000
MY WORLD	U.S.	2,514,392	12/4/2001
MY TOWN	U.S.	2,549,034	3/27/2000
WISH TV	U.S.	75/882,417	Application pending
INTERNET ON EVERY TV	U.S.	2,487,145	3/24/2000
MY TV	U.S.	76/012,109	Pending
CHANNEL HYPERLINKING			Unregistered
GO TV			Unregistered