



02-09-2004

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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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To the Honorable Commissioner c

...ed original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>2-4-04</u> Internet Services Management Group, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies) Name: <u>Linc Internet Holdings, LLC</u> Internal Address: _____ Address: _____ Street Address: <u>3300 S. Parker Rd., Suite 500</u> City: <u>Aurora</u> State: <u>CO</u> Zip: <u>80014-3522</u></p> <p><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 <u>Limited Liability Company</u></p> <p>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</p>	
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 30, 2004</u></p>			
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</p>		<p>B. Trademark Registration No.(s) <u>2615150</u> _____</p>	
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mary Ward</u> Internal Address: _____ <u>Boult, Cummings, Connors & Berry</u> _____</p> <p>Street Address: <u>414 Union Street, Suite 1600</u> _____</p> <p>City: <u>Nashville</u> State: <u>TN</u> Zip: <u>37219</u></p>		<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>	
DO NOT USE THIS SPACE			
<p>9. Signature. <u>Mary Ward</u> <u>Mary Ward</u> <u>February 3, 2004</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 4</p>			

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

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TRADEMARK
REEL: 002910 FRAME: 0063

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment") is executed as of January 30, 2004, by INTERNET SERVICES MANAGEMENT GROUP, INC., an Indiana corporation doing business as Hypervine Communications, Inc. and a debtor and a debtor-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108 ("Assignor"), and LINC INTERNET HOLDINGS, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted and used the following service mark (the "Assigned Mark") and the United States Patent and Trademark Office registration therefor:

HYPERVINE, U.S. Trademark Registration #2615150

WHEREAS, Assignee is purchasing certain assets of Assignor pursuant to the terms of that Purchase Agreement dated as of October 21, 2003, by and among LINC Acquisition One, LLC, a Delaware limited liability company and affiliate of Assignee ("LINC"), Assignor and certain affiliates of Assignor, as amended (the "Purchase Agreement"), including, but not limited to, the Assigned Mark; and

WHEREAS, Assignor and Assignee are desirous of confirming the assignment of the Assigned Mark from Assignor to Assignee for purposes of filing the same with the United States Patent and Trademark Office and other appropriate governmental offices;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers unto Assignee, effective as of the date hereof, the Assigned Mark, all right, title and interest of Assignor therein, and the United States Patent and Trademark Office registration therefor, together with the goodwill of the business connected with and symbolized by the Assigned Mark and registration therefor, as well as all rights to damages or profits, due or accrued, arising out of past infringement of the Assigned Mark or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name.
2. Further Actions. Assignor hereby covenants and agrees to execute and deliver without further consideration, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Assignment.

3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

4. Conflict. This Assignment shall be subject to the terms and conditions of the Purchase Agreement. This Assignment does not replace, substitute for, expand, extinguish, impair or limit in any way the rights, obligations, claims, or remedies of any party under the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions set forth in this Assignment and the terms and conditions set forth in the Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Purchase Agreement shall prevail, govern, and control in all respects.

5. Binding Effect. This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

[Signatures on following page]

IN WITNESS WHEREOF, this Assignment has been executed on behalf of the Assignor and the Assignee by its duly authorized officer as of the date hereof.

INTERNET SERVICES MANAGEMENT
GROUP, INC., an Indiana corporation, Assignor

By: Steven B. Stemper
Steven B. Stemper, Vice President

LINC INTERNET HOLDINGS, LLC, a
Delaware limited liability company, Assignee

By: Steven B. Stemper
Steven B. Stemper, Vice President