

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
V-Span, Inc.		11/19/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2206231	
Registration Number:	2317379	
Registration Number:	2390613	
Registration Number:	2579259	
Registration Number:	2199760	
Registration Number:	2544214	
Serial Number:	78376585	
Serial Number:	78376593	
Serial Number:	76074601	
Serial Number:	75923385	
Serial Number:	78482641	

CORRESPONDENCE DATA

Fax Number: (312)630-7388

900016970

TRADEMARK
REEL: 002995 FRAME: 0206

CH \$290.00 2206231

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-368-4058
Email: thomas.ryan@piperrudnick.com
Correspondent Name: Thomas W. Ryan
Address Line 1: P.O. Box 64807
Address Line 2: Piper Rudnick LLP
Address Line 4: Chicago, ILLINOIS 60664-0807

NAME OF SUBMITTER:	Thomas W. Ryan
Signature:	//Thomas W. Ryan//
Date:	12/20/2004

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of November 19, 2004 (this "**Agreement**"), made by and among **VSPN Acquisition Corp.**, a Delaware corporation, **WIRE ONE TECHNOLOGY, INC.**, a Delaware corporation ("**Wire One**"), **V-SPAN, Inc.**, a Delaware corporation (as surviving corporation in a merger with Wire One) and **V-SPAN1, Inc.**, a Delaware corporation (each a "**Credit Party**" and, collectively, the "**Credit Parties**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to the Revolving Credit, Term Loan and Security Loan Agreement dated as of November 19, 2004 by and among the Credit Parties, Agent and the lenders party thereto (collectively, the "**Lenders**") (as amended, supplemented or otherwise modified from time to time the "**Loan Agreement**"), the Credit Parties have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Credit Parties in, to and under all of the Credit Parties' Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Loan Agreement; and

WHEREAS, each Credit Party is the owner of the entire right, title and interest in, to and under such Credit Party's respective Intellectual Property listed on Schedule 1 hereto which is registered or for which an application has been issued; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Loan Agreement, the Credit Parties hereby agree with the Agent as follows:

1. Defined Terms.

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean, with respect to any Credit Party, all of such Credit Party's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"**Copyright Licenses**" shall mean all agreements, whether written or oral, providing for the grant by or to any Credit Party of any right to use any Copyright.

"**Loan Agreement**" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Credit Party hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Loan Agreement, does hereby grant, assign and convey) to Agent for the benefit of itself and the Lenders a security interest in such Credit Party's entire right, title and interest in its respective Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Credit Party, and including, without limitation, each Credit Party's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Credit Party's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "**IP Collateral**").

3. **Protection of Intellectual Property by Credit Parties.** The Credit Parties shall, at their sole cost, expense and risk, undertake the following with respect to the Intellectual Property:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Credit Parties reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Each Credit Party represents and warrants that:

(a) Schedule I is a true, correct and complete list of all Intellectual Property owned by the Credit Parties as of the date hereof which is registered or for which an application has been issued.

(b) Except as set forth in Schedule I, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Credit Party is the licensor or franchisor.

(c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable and, to each Credit Party's knowledge, no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no material claim has been asserted and is pending by any Person challenging or questioning the use by any Credit Party of any of the Intellectual Property owned by any Credit Party or the validity or effectiveness of any of the Intellectual Property owned by any Credit Party, nor does any Credit Party know of any valid basis for any such claim.

(d) Each Credit Party owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Credit Party is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of the Agent.

(e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Credit Party's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Credit Party.

(f) Each Credit Party has the legal right and authority to enter into this Agreement and perform its terms.

(g) The Credit Parties shall give the Agent written notice (with reasonable detail) in accordance with Section 6.1(h) of the Loan Agreement following the occurrence of any of the following:

(i) The Credit Parties' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) The Credit Parties' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) The Credit Parties' entering into any new Licenses (other than mass-marketed commercially available software licenses or licenses to customers of any Credit Party in connection with sale of products and services provided by such Credit Party in the ordinary course of such Credit Party's business).

(iv) The Credit Parties' knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Credit Parties' ownership of, or the validity of, any material Intellectual Property or the Credit Parties' right to register the same or to own and maintain the same.

(h) No Credit Party shall enter into any new Licenses except as provided for, and pursuant to the terms and provisions of, the Loan Agreement.

5. **No Violation of Loan Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Loan Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Loan Agreement.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Agent, the Credit Parties shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Intellectual Property and the goodwill of the Credit Parties relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Credit Parties hereby constitute the Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Credit Parties' Rights To Enforce Intellectual Property.** Prior to the Agent's giving of notice to the Credit Parties (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, the Credit Parties shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Credit Parties to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) The Credit Parties first provide the Agent with written notice of the Credit Parties' intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Agent, the Credit Parties have failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to the Credit Parties, the Agent may (but shall not be required to) itself take such action in the name of the Credit Parties.

(b) Any money damages awarded or received by the Credit Parties on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied as provided in Section 9.2 of the Loan Agreement, as applicable.

(d) Following the occurrence of any Event of Default, the Agent, by notice to the Credit Parties may terminate or limit the Credit Parties' rights under this Section 7.

8. **Agent's Actions To Protect Intellectual Property.** In the event of:

(a) the Credit Parties' failure, within five (5) days of written notice from the Agent, to cure any failure by the Credit Parties to observe or perform any of the Credit Parties' covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of the Credit Parties, may (but shall not be required to) act in the Credit Parties' place and stead and/or in the Agent's own right in connection therewith.

9. **Rights Upon Default.** Upon the occurrence of any Event of Default, the Agent may exercise all rights and remedies as provided for in the Loan Agreement.

10. **Agent as Attorney In Fact.**

(a) The Credit Parties hereby irrevocably constitute and designate the Agent as and for the Credit Parties' attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of the Credit Parties which is registered or for which an application has been issued.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Credit Party for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Agent's Rights.** Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Credit Parties' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Loan Agreement.** This Agreement has been executed and delivered by the Credit Parties for the purpose of recording the security interest granted to the Agent with respect to the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Credit Parties, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

13. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of the Credit Parties and the Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Loan Agreement and other Loan Documents are terminated in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, the Agent shall, at the expense of the Credit Parties, take such actions required by the Loan Agreement to release its security interest in the IP Collateral.


14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Credit Parties and their respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

15. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

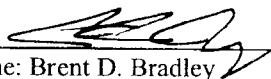
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IN WITNESS WHEREOF, each Credit Party has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VSPN ACQUISITION CORP.

By: 
Name: Brent D. Bradley
Title: Vice President and Assistant Secretary

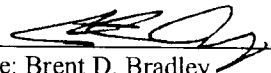
WIRE ONE TECHNOLOGY, INC.

By: 
Name: Brent D. Bradley
Title: Vice President and Assistant Secretary

V-SPAN, INC.

By: 
Name: Brent D. Bradley
Title: Vice President and Assistant Secretary

V-SPAN1, INC.

By: 
Name: Brent D. Bradley
Title: Vice President and Assistant Secretary

ACKNOWLEDGEMENT OF CREDIT PARTIES

STATE OF California)
) SS.
COUNTY OF Los Angeles

On this 19th day of November, 2004 before me personally appeared Brent D. Bradley, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of VSPN Acquisition Corp., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Notary Public

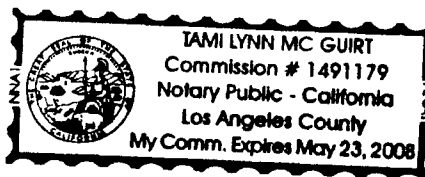
STATE OF California)
) SS.
COUNTY OF Los Angeles



On this 19th day of November, 2004 before me personally appeared Brent D. Bradley, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of Wire One Technology, Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Notary Public



ACKNOWLEDGEMENT OF CREDIT PARTIES

STATE OF California)
COUNTY OF Los Angeles) ss.

On this 19th day of November, 2004 before me personally appeared Brent D. Bradley, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of V-SPAN, Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Notary Public

STATE OF California)
COUNTY OF Los Angeles) ss.



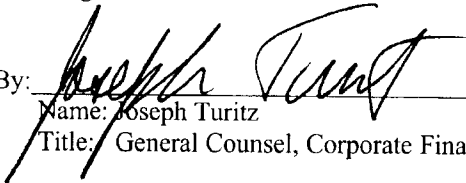
On this 19th day of November, 2004 before me personally appeared Brent D. Bradley, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of V-SPAN1, Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Notary Public



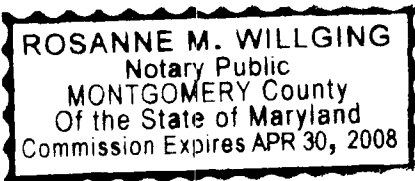
CAPITALSOURCE FINANCE LLC,
as the Agent

By: 
Name: Joseph Turitz
Title: General Counsel, Corporate Finance Group

ACKNOWLEDGEMENT OF SECURED PARTY

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

On this 19th day of November, 2004 before me personally appeared Joseph Turitz, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of CapitalSource Finance LLC., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Rosanne M. Willging
Notary Public

SCHEDULE I

INTELLECTUAL PROPERTY

V-SPAN Intellectual Property:

Patents

U. S. Provisional Patent Application of John Lytle and Todd Simon for "Web Data Conferencing System and Method with Full Motion Interactive Video"

Filed: May 30, 2003

Serial No.: 60/474, 314

Assigned to Company by Messrs. Lytle and Simon under Assignment dated May 30, 2003

WIRE ONE Intellectual Property:

Trademarks

Mark

Registration status

"OneCare"

Registration Number 2,549,365

"Spare in the Air"

not registered

"Wire One Technologies"

application; Serial Number 76-103,479

Patents

None

Registered copyrights

None

SEE ATTACHED TRADEMARK AND COPYRIGHT SCHEDULE

V-SPAN, Inc.

Trademark & Copyright Status Report

OUR REF.	MARK	COUNTRY	SERIAL NO	FILING DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION	Approx. Cost	OWNER
VSP-101US	CREATING INNOVATIVE COLLABORATION SOLUTIONS FOR YOUR BUSINESS	US	78/376,585	3/1/2004			Pending	Waiting to hear from Examining Attorney		V-SPAN, Inc.
VSP-101EU	V-SPAN CREATING INNOVATIVE COLLABORATION SOLUTIONS FOR YOUR BUSINESS	EU	4008413	9/3/2004			Pending	Application filed with new logo design; Awaiting executed Power of Attorney	\$5,000	V-SPAN, Inc.
VSP-102US	INNOVATIVE COLLABORATION SOLUTIONS	US	78/376,593	3/1/2004			Pending	Waiting to hear from Examining Attorney		V-SPAN, Inc.
VSP-102EU	V-SPAN INNOVATIVE COLLABORATION SOLUTIONS	EU	4008439	9/3/2004			Pending	Application filed with new logo design; Awaiting executed Power of Attorney	\$5,000	V-SPAN, Inc.
VSP-103US	INFREQUENT FLYER PROGRAM	US	75/309,085	6/16/1997	2,206,231	11/24/1998	Registered	8&15 due 11/24/04; To Be Abandoned		V-Span Incorporated
VSP-104US	VIRTUAL CONNECTIVITY... ANYPLACE@ANYTIME	US	75/589,757	11/16/1998	2,317,379	2/8/2000	Registered*	Section 8 due 2/8/06		V-SPAN INCORPORATED
VSP-105US	VIRTUAL RESERVATION	US	75/692,286	4/27/1999	2,390,613	9/26/2000	Registered*	Section 8 due 9/26/06; To Be Abandoned		V-SPAN INCORPORATED
VSP-106US	VR CARD	US	75/692,284	4/27/1999	2,579,259	6/11/2002	Registered	8&15 due 6/11/08; To Be Abandoned		V-SPAN INCORPORATED
VSP-107US	V-SPAN	US	75/347,394	8/26/1997	2,199,760	10/27/1998	Registered	Renewal due 10/27/08		V-Span Incorporated
VSP-108US	V-TRAVEL	US	76/059,067	5/26/2000	2,544,214	3/5/2002	Registered	8&15 due 3/5/08; To Be Abandoned		V-SPAN INCORPORATED
VSP-109US	V-UNIVERSITY	US	76/074,601	6/21/2000			Pending*	(Action currently suspended)		V-SPAN INCORPORATED

OUR REF.	MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION	Approx. Cost	OWNER
VSP-110US	FLY FOR PLEASURE, NOT FOR BUSINESS	US	75/923,385	2/22/2000			Abandoned			V-SPAN INCORPORATED
VSP-111EU	V-SPAN	EU	1146919	4/16/1999	001146919	8/11/2000	Registered	Proof of Use due 8/11/05, Renewal due 4/16/09 (Schnader does not have file)		V-SPAN, INC.
VSP-112US	THE COLLABORATION LANDSCAPE (Copyright - Powerpoint Presentation)	US	N/A	9/11/2003			Registered			V-Span, Inc.
VSP-113US	VIRTUAL CONNECTIVITY... ANYPLACE@ANYTIME	US					Proposed	Proposed by Prior Counsel to transfer prior Supplemental Reg. to Principal Reg.		
VSP-115US	ENGAGEAUDIO	US	78/482,606	9/13/2004			Pending	Application No. 75/930,734 to Abandon; New Application filed 9/13/04		V-Span, Inc.
VSP-115EU	ENGAGEAUDIO	EU					Proposed	Instructed associate; Waiting on logo design to file application	\$5,000	
VSP-116US	ENGAGESCHEDULE	US	78/482,667	9/13/2004			Pending	Application No. 75/930,694 to Abandon; New Application filed 9/13/04		V-Span, Inc.
VSP-116EU	ENGAGESCHEDULE	EU					Proposed	Instructed associate; Waiting on logo design to file application	\$5,000	
VSP-117US	ENGAGEVIDEO	US	78/482,692	9/13/2004			Pending	Application No. 75/930,735 to Abandon; New Application filed 9/13/04		V-Span, Inc.
VSP-117EU	ENGAGEVIDEO	EU					Proposed	Instructed associate; Waiting on logo design to file application	\$5,000	
VSP-118US	ENGAGESTREAM	US	78/482,641	9/13/2004			Pending	Application No. 75/930,675 to Abandon; New Application filed		V-Span, Inc.

9/13/04

OUR REF.	MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION	Approx. Cost	OWNER
VSP-119US	ENGAGEWEB	US					Proposed	Awaiting specimen to file application	\$2-3,000	
VSP-119EU	ENGAGEWEB	EU					Proposed	Waiting on logo design to file application		
VSP-120US	VIDEO NETWORK MANAGEMENT SERVICES	US					Proposed	Proposed Application Forwarded 7/30/04; Mark to be modified & application revised	\$2-3,000	
VSP-121US	HIERARCHY OF COMMUNICATIONS (Paper & Figure w/in Paper) [Copyright Protection]	US						Client to File Copyright Registration Applications		
VSP-122US	THE NEW TIMETOOLS OF BUSINESS	US						Client to Advise Whether to Search/Register	\$3-4,000	
VSP-123US	VIRTUAL GATEWAY	US						Client to Advise Whether to Register	\$2-3,000	
VSP-901	Opposition against registration of the Mark MEETING CENTER by WebEx	US					Closed	Opposition Dismissed with prejudice on July 20, 2004		
VSP-902	TM Availability Searches							Collection File for All Initial Searches		
VSP-903	Possible Infringement of the "ENGAGE" trademarks by VoiceTech Communications Corp. USA	US						Draft cease & desist letter sent to client; Decision made to wait until ENGAGE registrations issue		
	ENGAGEAUDIO	US	75/930,734	2/28/2000			Pending	Not yet transferred to RP; To Be Abandoned		PEER DIGITAL, INC

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I-PH/2097922 I

OUR REF.	MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	NEXT ACTION	Approx. Cost	OWNER
ENGAGESCHEDULE	US	75/930,694	2/28/2000				Pending	Not yet transferred to RP; To Be Abandoned		PEER DIGITAL, INC.
ENGAGESTREAM	US	75/930,675	2/28/2000				Pending	Not yet transferred to RP; To Be Abandoned		PEER DIGITAL, INC.
ENGAGEVIDEO	US	75/930,735	2/28/2000				Pending	Not yet transferred to RP; To Be Abandoned		PEER DIGITAL, INC.
VIDEO ON	US	75/785,734	8/26/1999		2,535,364	2/5/2002	Registered	Not yet transferred to RP; To Be Abandoned		PEER DIGITAL, INC.
VIRTUAL CONNECTIVITY... ANYPLACE@ANYTIME	EU	1146968	4/16/1999		1146968	7/25/2000	Registered	Not yet transferred to RP; To Be Abandoned		V-SPAN, INC.
V-SPAN	CA	1031201	10/5/1999		TMA555738	12/19/2001	Registered	Not yet transferred to RP		V-SPAN INCORPORATED
VIRTUAL CONNECTIVITY... ANYPLACE@ANYTIME	CA	1031202	10/1/1999		TMA573955	1/17/2003	Registered	Not yet transferred to RP		V-SPAN INCORPORATED
V-SPAN	UK	2190250	2/26/1999		2190250	7/7/2000	Registered	Not yet transferred to RP		V-Span, Inc.

*Supplemental Register

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QCAs of September
27, 2004