

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

EXCITE LIMITED
2051 MCKENZIE DRIVE
CARROLLTON, TEXAS 75006

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Hong Kong

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Excite USA LP

Internal

Address: _____

Street Address: 1430 Valwood Pkwy., Suite 145

City: Carrollton

State: Texas

Country: USA Zip: 75006

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Texas
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 2/28/07

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2226285

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
EXCITE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kay Lyn Schwartz

Internal Address: Gardere Wynne Sewell LLP

Street Address: 1601 Elm Street
Suite 3000

City: Dallas

State: Texas Zip: 75201-4761

Phone Number: 214-999-4702

Fax Number: 214-999-3623

Email Address: kschwartz@gardere.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 07-0153

Authorized User Name _____

9. Signature:

Kay Lyn Schwartz
Signature

2-28-07
Date

Kay Lyn Schwartz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

TRADEMARK ASSIGNMENT

This Assignment is effective as of the 28th day of February, 2007, between **EXCITE LIMITED**, a corporation of Hong Kong and with a business address of 2051 McKenzie Drive, Carrollton, Texas 75006, (hereinafter "ASSIGNOR") and **EXCITE USA, LP**, a Texas limited partnership, with its business at 1430 Valwood Pkwy., Suite 145, Carrollton, Texas 75006, (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademark along with the corresponding trademark registration identified in the attached Schedule A; and

WHEREAS, ASSIGNOR is desirous of transferring and assigning to ASSIGNEE all of ASSIGNOR's rights, title and interest in and to the trademark identified in the attached Schedule A; and

WHEREAS, ASSIGNEE, is desirous of acquiring all ASSIGNOR's rights, title and interest in and to said trademark identified in the attached Schedule A;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR agrees as follows:

1. ASSIGNOR does hereby sell, assign and transfer to said ASSIGNEE all right, title and interest in and to the trademark identified in the attached Schedule A, together with the goodwill of the business symbolized by the trademark identified in the attached Schedule A, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said trademark identified in the attached Schedule A, and in and to all rights corresponding to the foregoing throughout the world.
2. ASSIGNOR shall execute any and all documents reasonably requested by ASSIGNEE to effect transfer and recording of the trademark to ASSIGNEE.

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TRADEMARK

IN WITNESS WHEREOF, ASSIGNOR has caused this Trademark Assignment to be executed by its duly authorized representative as of the date below stated.

This Assignment executed at _____ this 28th day of February, 2007.

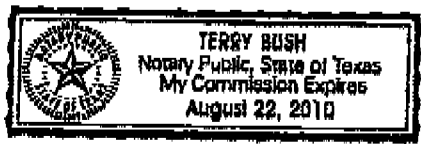
EXCITE LIMITED

By: [Signature]
Name: GORDON E. YOUNG
Title: PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

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§
§

On this 28th day of February, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared GORDON E. YOUNG, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.



[Signature]
Notary Public
State of Texas
My Com. Expires: 8/22/10

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TRADEMARK

SCHEDULE A

Mark	Registration No.
EXCITE	2226285

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TRADEMARK