

02-23-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MLO 2-22-99

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
 08 24 98

Conveying Party

Mark if additional names of conveying parties attached

Name Digital Scientific, Inc.

Execution Date
Month Day Year
 08 24 98

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization Utah

Receiving Party

Mark if additional names of receiving parties attached

Name Campus Pipeline, Inc. Fed. Tax Id. #87-0612353

DBA/AKA/TA Formerly known as Campus Communications, Inc.

Composed of

Address (line 1) 1111 East Brickyard Road, Suite 102

Address (line 2)

Address (line 3) Salt Lake City,

Utah

84106

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization Utah

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1858 FRAME: 0279

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Chad H. Muir

Address (line 1) Campus Pipeline, Inc.

Address (line 2) 1111 East Brickyard Road, Suite 102

Address (line 3) Salt Lake City, UT 84106

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (801) 363-4300

Name Katherine S. Gregory or Langdon T. Owen, Jr.

Address (line 1) Parsons, Davies, Kinghorn & Peters, p.c.

Address (line 2) 185 South State Street, No. 700

Address (line 3) Salt Lake City, UT 84111

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75-362887

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

CHAD MUIR

2/12/99

Name of Person Signing

Signature

Date Signed

EVIDENCE AND ACKNOWLEDGMENT OF ASSIGNMENT

Attached are the beginning and ending and signature pages (pages 1 and 2, and pages 21 and 22) and the Exhibit A "Assets", from the Asset Purchase Agreement between Digital Scientific, Inc. and the former Campus Pipeline, Inc. (which corporation has as a part of the transaction changed its name and is no longer known as Campus Pipeline, Inc.) as sellers and Campus Communications, Inc., as buyer (which corporation has changed its name as part of the transaction and is now known as Campus Pipeline, Inc. [Fed. Tax I.D. No. 87-0612353], the name it acquired in the transaction). The transaction closed August 24, 1998, at which time the assignment of the name Campus Pipeline and trademark application and other rights (see the "Exhibit A") were assigned to the corporation now known as Campus Pipeline, Inc. Thus, Campus Pipeline, Inc. (formerly Campus Communications, Inc.) has succeeded to all right, title, and interest in and to the trademark and trademark application for the mark CAMPUS PIPELINE, Serial No. 75-362887.

Dated this 11, day of February, 1999.

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that the facts set forth in this response to agency action are true; all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

Digital Scientific, Inc.

by: Richard F. Gordon
printed name: Richard Gordon
title: President / CEO

Campus Pipeline, Inc.

by: Chad Muir
printed name: CHAD MUIR
title: Chief Development officer and General Counsel

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive Arlington, Virginia 22202-3513, on Feb. 16, 1999, 1999.

by: Langdon J. Owen, Jr.
printed name: Langdon J. Owen, Jr.
title: attorney

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PARSONS DAVIES ET AL

FAX NO.

801 363 4310

P. 03/27

7-21-98

ASSET PURCHASE AGREEMENT

Between

**DIGITAL SCIENTIFIC INC.
CAMPUS PIPELINE, INC.
(as Sellers)**

and

**CAMPUS COMMUNICATIONS, INC.
(as Buyer)**

Albert A.

AUG-14-1998 16:00

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**TRADEMARK
REEL: 1858 FRAME: 0282**

ASSET PURCHASE AGREEMENT dated as of July ____, 1998 ("Effective Date")
between DIGITAL SCIENTIFIC INC., a Utah corporation, and CAMPUS PIPELINE, INC., a
Utah corporation (such corporations herein collectively the "Seller"), and CAMPUS
COMMUNICATIONS, INC., a Utah corporation ("Buyer").

The Seller and Buyer are referred to herein collectively as the "Parties," or singly as a
"Party," as the context requires or permits. All references to Articles, Sections and subsections
refer to Articles, Sections and subsections of this Agreement, and all references to Exhibits and
Schedules are to Exhibits and Schedules annexed hereto, each of which is made a part hereof for
all purposes.

In consideration of the mutual covenants, agreements, representations and warranties
herein contained, the Parties agree as follows:

ARTICLE 1. PURCHASE AND SALE OF ASSETS

1.1 ASSETS; ASSUMED LIABILITIES. Subject to the terms and conditions of this
Agreement, the Seller agrees to convey, transfer, assign, and deliver to the Buyer and the Buyer
agrees to purchase and take at the Closing (as defined in Article 5) those assets of the Seller
described on annexed Exhibit "A" (the "Assets"). Except as expressly provided below in Section
1.2, in connection with such purchase and sale, the Buyer will in no event and under any
circumstance assume or be responsible for any liabilities, debts, liens, security interests, claims,
encumbrances, or obligations of any kind of the Seller, contingent or otherwise. Except as set
forth in the annexed disclosure schedule ("Disclosure Schedule"), the Assets will be sold,
assigned, transferred, and conveyed to the Buyer free and clear of any such liabilities, debts,

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liens, security interests, claims, encumbrances, or obligations of the Seller, contingent or otherwise.

1.2 The Buyer does hereby assume the payment of the principal and accrued interest (the "X-ceed Payment") in accordance with the terms of that certain Promissory Note and Loan Agreement (the "Note") between X-ceed, Inc., and Digital Scientific Inc., and dated March 5, 1998. In connection with this assumption, the Parties agree as follows:

1.2.1 At Closing the Buyer shall grant Seller security interests in the Assets, including the software (the "Software") described as item 1. in annexed Exhibit "A" as security for the timely making of the X-ceed Payment. These security interests shall be granted and the rights and remedies of the Seller shall be governed and limited by the provisions of the security agreements set forth in the Intellectual Property Security Agreement and Security Agreement annexed as Exhibit "B" and "C", respectively.

1.2.2 Buyer shall assume the obligations on the part of Seller to be performed under the Note pursuant to the provisions of the Note Assignment and Assumption Agreement set forth in annexed Exhibit "D".

ARTICLE 2. PURCHASE PRICE

2.1 PURCHASE PRICE. Subject to the conditions set forth in Section 2.2, the purchase price for the Assets consists of (i) the Buyer's assumption of the X-ceed Payment, (ii) 90,000 restricted common shares (the "Shares") of the Buyer which Shares at the time of Closing represent nine percent (9%) of the issued and outstanding common shares of Buyer (on a fully diluted basis, including any and all common shares reserved for issuance upon the exercise of stock options and/or warrants), and (iii) the amount of \$100,000 cash, payable by wire transfer or

contained in this Agreement, exhibits and schedules are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.5 ASSIGNMENT AND AMENDMENT OF AGREEMENT. This Agreement shall be binding on the successors and assigns of the Parties hereto. This Agreement may be amended only by written agreement of and executed by the Parties hereto.

9.6 APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Utah applicable to contracts made and to be performed entirely within said jurisdiction; ~~provided, however, nothing herein shall be construed as limiting jurisdiction to the courts of the State of Utah.~~ *And any action brought to enforce this shall be filed and heard in the courts of Utah. RFE*

9.7 REASONABLE ASSURANCES. Each Party agrees that it will execute and deliver, or cause to be executed and delivered, on or after the Effective Date, all such other instruments and will take all reasonable actions as the other Party may reasonably request from time to time in order to effectuate the provisions and purposes of this Agreement.

9.8 NO THIRD PARTY RIGHTS. Except as expressly provided herein including, without limitation, as provided by Sections or subsections 8.6, 8.3.3 and 8.3.4, this Agreement is not intended and shall not be construed to create any rights in any parties other than the Seller and the Buyer and no person shall assert any rights as third party beneficiary hereunder.

9.9 INCORPORATION OF EXHIBITS AND SCHEDULES. The Exhibits and Schedules are incorporated into this Agreement and shall be deemed a part hereof as if set forth herein in full. References herein to "this Agreement" and the words "herein," "hereof" and words of similar import refer to this Asset Purchase Agreement (including its Exhibits and Schedules)

as an entirety. In the event of any conflict between the provisions of this Agreement and any such Exhibit or Schedule the provisions of this Agreement shall control.

9.10 SURVIVAL AFTER CLOSING. Each and every performance, obligation and undertaking of each respective Party shall survive the Closing in accordance with their terms, conditions and provisions for a period of two (2) years.

IN WITNESS WHEREOF, The Seller and the Buyer have duly executed and delivered this Agreement as of the day and year first above written.

DIGITAL SCIENTIFIC INC.

By Richard J. Gordon
Its President

CAMPUS PIPELINE, INC.

By Richard J. Gordon
Its President

CAMPUS COMMUNICATIONS, INC.

By Shirley R. Jones
Its President

EXHIBIT "A"**ASSETS****Section 1.1**

1. Software commonly known as Web based collaboration and communication software platform, source codes, and all support documentation; version 1.5 approximately 35% complete (first deployable version)
2. Logo -- stylized "Campus Pipeline"
3. Toll-free telephone number 888-470-pipe
4. Marketing materials including all brochures, fliers, banners, posters, etc.
5. All goodwill associated with Campus Pipeline, Seller's covenant not to compete, its products, trade and service names/marks and business. Name "Campus Pipeline" or any derivative thereof and trade and/or service mark rights regarding such name.