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New

Resubmission (Non-Recordation)
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Correction of PTO Error
Reel # _____ Frame # _____

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Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

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

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REEL: 1862 FRAME: 0526

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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)

Number of Properties

Enter the total number of properties involved.

#

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 4, 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 Miner
printed name: CHAD MINER
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 _____, 1999.

by: _____
printed name: _____
title: _____

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PARSONS DAVIES ET AL

FHA NO.

801 303 4310 F. 03/21

7-21-98

ASSET PURCHASE AGREEMENT

Between

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

and

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

Schubert A

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**TRADEMARK
REEL: 1862 FRAME: 0529**

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; *And any action brought to enforce this shall be filed and heard in the courts of Utah. RFG*

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.



02-16-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #47

Trademark Law Office 109
Serial No. 75-362887
Mark: CAMPUS PIPELINE

**United States Department of Commerce
Patent and Trademark Office**

Applicant: Campus Pipeline, Inc. (as assignee of Applicant: Digital Scientific, Inc.)
Mark: CAMPUS PIPELINE
Serial No: 75-362887
Class: International Class 38
Examining Attorney: Mary Rossman, Law Office 109

This is in response to the Office Action dated August 14, 1998

1. The recitation of services is replaced with the following:

Electronic transmission of messages, data, and documents via computer terminals (including through networks and the internet)

2. Applicant believes this recitation of services is covered by International Class 38, the class involved in the original application, and therefore, no new filing fees or class designations are necessary:

3. The following disclaimer shall be included in the application:

No claim is made to the exclusive right to use CAMPUS apart from the mark as shown.

4. The responses to the examiner's inquiries are:

(a) Inquiry: Are applicant's services intended to be used at, on, or within educational, corporate, or organizational campuses?

Response: Yes; particularly educational, but also corporate and organizational.

(b) Inquiry: Are applicants services intended to be used with goods or services provided by pipeline?



02-16-1999

J.S. Patent & TMO/c/TM Mail Rcpt Dt. #47

PARSONS, DAVIES, KINGHORN & PETERS

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

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GLEN E. DAVIES
GERALD H. KINGHORN
BILL THOMAS PETERS
LANGDON T. OWEN, JR.
KEN P. JONES
DAVID W. SCOFIELD
STUART W. HINCKLEY
R. KIMBALL MOSIER
KATHERINE S. GREGORY
PAIGE BIGELOW

February 12, 1999

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Re: Mark: CAMPUS PIPELINE
Serial No: 75-0362887
Class: 38
Examining Attorney: Mary Rossman, Law Office 109
Fax (703) 308-7194

Dear Ms. Rossman:

I am sending with this letter the following documents:

1. Copy of power of attorney naming Katherine Gregory and me as having authority to deal with this matter on behalf of Campus Pipeline, Inc.
2. Copy of Evidence and Acknowledgment of Assignment (attached to Recordation Form Cover Sheet) demonstrating the assignment of the application and mark to Campus Pipeline, Inc.
3. Response to your Office Action dated August 14, 1998.

I believe this material provides the information you need. If you have further questions or concerns, please call either Katherine Gregory or me and we will be glad to be of assistance.

Sincerely,

Langdon T. Owen, Jr.

LTO/mlw
Enclosures

Mark: CAMPUS PIPELINE
Class: 38
Serial No.: 75-362887
Applicant: Campus Pipeline, Inc

POWER OF ATTORNEY

Langdon T. Owen and Katherine S. Gregory of Parsons, Davies, Kinghorn & Peters, p.c., 185 South State Street, No. 700, Salt Lake City, Utah 84111, phone (801) 363-4300, fax (801) 363-4378, e-mail lto @pdkplaw.com, who are attorneys at law, are appointed by applicant Campus Pipeline, Inc. fed tax id. no. 87-0612353 (the successor in interest to Digital Scientific, Inc. by reason of an assignment) to prosecute the above described application to register, to transact all business in the Patent and Trademark Office in connection with such matter, and to receive the certificate of registration.

Dated this 10 day of February, 1999.

CAMPUS PIPELINE, INC.

by: 
William F. Borghetti
Vice President

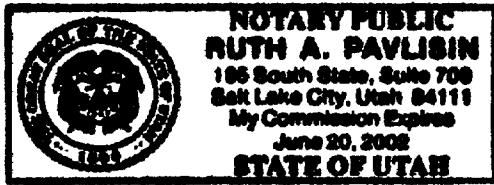
State of Utah)
) §
County of Salt Lake)

William F. Borghetti, being sworn, states and acknowledges that he is a Vice President of and authorized to execute the foregoing instrument on behalf of, Campus Pipeline, Inc. and did so execute it on its behalf, and that to the best of his knowledge and belief the facts set forth in this instrument are true.

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 instrument 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.


William F. Borghetti

Subscribed and sworn before me this 10th day of February, 1999.



Ruth A. Pavlisin
NOTARY PUBLIC
Residing at: *Salt Lake City, Utah*

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. 12, 1999.

Langdon T. Owen Jr.
Signature
Langdon T. Owen Jr.
Print or Type Name

Date *2/12/99*

Response: No physical pipeline such as used to transport liquids, etc. will be involved. "Pipeline" is metaphorical and intended to connote a stream of information.

(c) Inquiry: Are applicant's services intended to be used in petroleum, oil, gas or energy industries?

Response: No.

5. Samples of advertisements or promotional materials for services of the same type:

See Enclosure relating to the Yahoo! services.

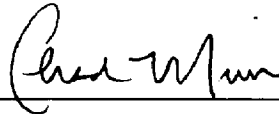
6. The nature, purpose, and channels of trade of the services with which the applicant has asserted a bonafide intent to use the mark.

The applicant intends to use the mark in connection with a web based, personalized content delivery system that provides integrated access to internal campus or enterprise information and external internet-based information.

7. The Applicant's representative is:

Langdon T. Owen, Jr.
Katherine S. Gregory
Parsons, Davies, Kinghorn & Peters, p.c.
185 South State Street, No. 700
Salt Lake City, UT 84111
(801) 363-4300 - Phone
(801) 363-4378 - Fax
lto@pdkplaw.com - email

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.



Signature

CHAD MUIR - Chief Development officer and
Print or Type Name and Position General Counsel

February 12, 1999
Date

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

February 12, 1999.

London T. Owen Jr.
Signature

London T. Owen Jr., Attorney
Print or Type Name and Position

Feb. 12, 1999
Date



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