

*MWP*  
*1.19.00*



02-09-2000



101262593

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Effective Date  
Month Day Year

Change of Name

Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership  Corporation  Association

Corporation  Association

Other

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.)

Citizenship/State of Incorporation/Organization

#### 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: 002018 FRAME: 0848

**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

(202) 659-9750

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)		
<input type="text" value="75/678058"/>	<input type="text" value="75/709298"/>	<input type="text" value="75/741102"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/678059"/>	<input type="text" value="75/709299"/>	<input type="text" value="75/741103"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/678060"/>	<input type="text" value="75/741101"/>	<input type="text" value="75/741104"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

David M. Silverman

1/18/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

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Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

75/741105	<input type="text"/>	<input type="text"/>
75/741106	<input type="text"/>	<input type="text"/>
75/741107	<input type="text"/>	<input type="text"/>
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**AGREEMENT**

This Agreement is made and entered into on December 20, 1999, by and between HelloNetwork.com, Inc., ("Hello"), a Nevada corporation, having as its principal address 3035 East Patrick Lane, Las Vegas, Nevada 89120, and AMY BLACK-ELLINS ("Amy"), residing at 1572 Santa Anita, Las Vegas, Nevada 89119.

**WITNESSETH:**

WHEREAS, Amy has registered in her name, as fiduciary for Hello, certain property belonging to Hello, and

WHEREAS, Amy registered such property during the time of her marriage to Craig Ellins, and

WHEREAS, Craig Ellins is the Chief Executive Officer of Hello, and

WHEREAS, Amy and Hello desire to identify Hello as the registered owner of all such property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Amy and Hello agree as follows:

1. **TRANSFER.** On behalf of herself and her husband, Craig Ellins, Amy hereby transfers to Hello any and all interest or title she may hold, as her sole and separate property or as a portion of the community property of her marriage, by virtue of the registration in her name, the following Internet Uniform Resource Locators ("URLs"), trademarks, service marks, and all other intellectual property associated with or utilized by Hello:

Hello Network

Hello World

Hello Government

Where the Web Comes Alive

Hello It's Me

Hello Traffic

Hello Doc

Hello Doctor

Shop Hello

Hello Community

Hello Entertainment

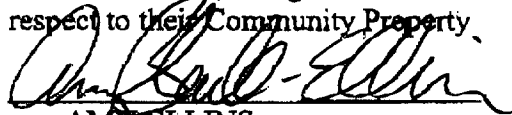
Stylized "h" logo

2. ACCEPTANCE. Hello hereby accepts as its property and as an asset of the corporation, all of the URLs, trademarks, service marks and other intellectual property identified in paragraph 1 above.
3. AGREEMENT TO EXECUTE RELATED DOCUMENTS. Amy hereby agrees to execute and deliver within a reasonable time after being asked to do so, any and all documents that may be required to carry out the purposes of this Agreement, and to secure within a reasonable time after being asked to do so, any and all related signatures, certificates, or other matters or things necessary to carrying out the purpose of this agreement.
4. WARRANTY. The individual signing this agreement on behalf of Hello warrants and represents that he is authorized by the Board of Directors of Hello to sign this agreement on behalf of Hello and to bind the company to the terms and conditions hereof.

- 5. ENTIRE AGREEMENT. The parties hereto agree that this agreement represents their entire understanding concerning the matters contained herein and that this agreement supercedes all prior writings, if any, concerning the subject matter hereof.
- 6. SUCCESSORS AND ASSIGNS. This Agreement extends to the heirs, executors, successors and assigns of all of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

AMY ELLINS, on behalf of herself and her husband, Craig Ellins, with respect to their Community Property

  
 \_\_\_\_\_  
 AMY ELLINS

HELLO NETWORK.COM, INC.,  
 a Nevada corporation

By   
 \_\_\_\_\_  
 CRAIG ELLINS  
 Chief Executive Officer