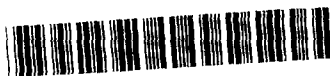


FORM PTO-1594 (Modified)
(Rev. 8-93)
OMB No. 0371-0011 (exp. 4/94)
Copyright 1994-97 by USPTO
TMOS/REV03

F

05-30-2000

Docket No.:



101369045

Tab settings

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

WingsNet, Inc.
930 N. National Parkway, Suite 510
Schaumburg, Illinois 60173-9921

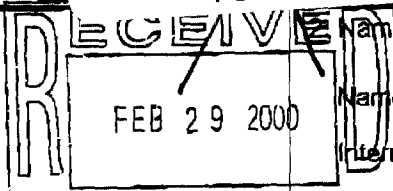
- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: January 19, 1999



Name and address of receiving party(ies):

Name: LearnCom, Inc.

Internal Address: _____

Street Address: 714 Industrial Drive

City: Bensenville State: IL ZIP: 60106

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,230,644

Additional numbers Yes No

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

Name: William F. Dolan, Esq.

Internal Address: Bell, Boyd & Lloyd LLC

Street Address: P.O. Box 1135

City: Chicago State: IL ZIP: 60690-

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04/03/2000 DMSUYEN 00000203 2230644

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

9. 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.

William F. Dolan

Name of Person Signing

William F. Dolan

Signature

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002080 FRAME: 0031

File Number 5926-632-2

State of Illinois
Office of
The Secretary of State

Whereas,

ARTICLES OF MERGER OF
WINGSNET, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 28TH day of APRIL A.D. 19 97 and of the Independence of the United States the two hundred and 21ST



George H. Ryan

Secretary of State

By: TPG/Ian Thomson CPA;

650 3261539;

Feb-23-00 1:34PM;

Page 9

ATTACHMENT C

Wingsnet Assignment

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and executed as of January 19, 1999, by and between Nancy Ross, not individually but as Assignee for the Benefit of Creditors of WingsNet, Inc. ("Seller"), and LearnCom, Inc., an Illinois corporation ("Purchaser").

RECITALS:

WHEREAS, Purchaser desires to acquire from Seller, and Seller desires to sell to Purchaser, all of Seller's right, title and interest in and to the assets of WingsNet, Inc., an Illinois corporation ("WingsNet") in consideration for the payment of \$100,000 in cash, the delivery of a promissory note in the principal amount of \$200,000 (as described below), and the assumption of liabilities upon the terms and conditions set forth in Section 2 hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Sale and Transfer of Assets.

1.1 Assets To Be Sold and Purchased. Subject to the terms and conditions of this Agreement, Seller agrees to sell and deliver to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the assets of WingsNet set forth on Schedule I attached hereto and incorporated herein (the "Purchased Assets").

1.2 Excluded Assets. The following items of property ("Excluded Assets") whether or not related to the operation of WingsNet, are not intended by the parties to be part of the sale and purchase contemplated by this Agreement and are excluded from the definition of Purchased Assets:

(a) any causes of action of WingsNet existing prior to its filing of its assignment for the benefit of creditors on or about November 6, 1998 (the "Assignment"); and

(b) the Fifty Thousand Dollars (\$50,000) delivered to Seller by Robert Redwitz and forfeited upon Purchaser's failure to purchase the assets of WingsNet in December, 1998.

2. Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall be (a) Four Hundred Thousand Dollars (\$400,000) of which (i) One Hundred Thousand Dollars (\$100,000) is payable in cash at the Closing (as defined in Section 3 hereof); (ii) Two Hundred Thousand (\$200,000) is payable pursuant to a Promissory Note in the principal amount of Two Hundred Thousand Dollars (\$200,000) payable in full on March 1, 1999; and (iii) One Hundred Thousand Dollars (\$100,000.00) is payable pursuant to a Promissory Note in the principal amount of One Hundred Thousand Dollars (\$100,000.00), with a seven (7) year term and with interest to be paid quarterly at Old Kent Bank's prime rate (the "Bank Note"); and (b) the assumption of certain

liabilities of Seller as described in Section 3 hereof. Upon the receipt by Old Kent Bank ("Bank") of (a) Three Hundred Fifty Thousand Dollars (\$350,000) free and clear of any and all claims, liens, encumbrances and interests, (b) the Bank Note, (c) evidence that Purchaser has properly assumed the Liabilities (as defined in Section 3.1 hereof), and (d) evidence that Nelson and Whitney (defined below) have properly released (i) any and all claims against Seller, WingsNet and Bank, and (ii) any and all security interests in and liens on the Purchased Assets and Excluded Assets, then Bank will release its liens on and security interests in the Purchased Assets.

3. Liabilities.

3.1 Assumption of Certain Liabilities. In further consideration of the sale, assignment, transfer and conveyance of the Purchased Assets, Purchaser shall assume on the Closing Date (as defined in Section 4 below) and agree to discharge, perform and pay in a timely manner the following liabilities ("Liabilities") of both WingsNet, incurred subsequent to the Assignment, and of Seller:

(a) the contracts, agreements, commitments or arrangements, or any outstanding unaccepted offers, whether written or oral, express or implied, fixed or contingent, to which Seller and/or WingsNet is a party or by which any property or assets of the Seller or WingsNet is bound;

(b) any and all debts, claims, demands, liabilities, responsibilities, disputes, causes, damages, actions and causes of actions (whether at law or in equity) and obligations of every nature whatsoever, whether liquidated or unliquidated, whether known or unknown, matured or unmatured, fixed or contingent, that could be asserted against Seller or WingsNet other than claims based on the gross negligence or fraudulent acts of Seller; and

(c) any and all of the obligations owing to Thomas Whitney ("Whitney") and Douglas Nelson ("Nelson") pursuant to that certain Loan and Security Agreement and corresponding Term Note in the principal amount of Four Hundred Thousand Dollars (\$400,000), dated June 16, 1998 between Whitney, Nelson and WingsNet.

3.2 Indemnification. Purchaser hereby agrees to indemnify and hold Seller harmless with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by Seller, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by, or on behalf of any Person, including, without limitation, officers, directors, agents, trustees, creditors, partners or shareholders of WingsNet, whether threatened or initiated, asserting any claim for legal or equitable remedy under any statutes, regulation or common law principle arising from or in connection with the Assignment for the Benefit of Creditors of WingsNet and/or the negotiation, preparation, execution, delivery, performance (including Purchaser's lack of performance under), administration and enforcement of this Agreement or any other document executed in connection herewith. Notwithstanding the foregoing, Seller and Purchaser agree that Purchaser shall not

indemnify Seller for any gross negligence or fraudulent acts of Seller. The foregoing indemnity shall survive the payment in full of the Purchase Price and the termination of this Agreement.

3.3 Effectuation. To the extent that any of the contracts, rights, franchises, licenses, instruments or commitments for which assignment to Purchaser is provided herein are not assignable or may not be transferred without the consent of the other party, this Agreement shall not constitute an assignment or an attempted assignment if such assignment or attempted assignment would constitute a breach thereof.

4. Closing

4.1 Closing Date. The closing of the sale and purchase of the Purchased Assets pursuant to this Agreement (the "Closing") shall take place at the offices of High Ridge Partners, 140 South Dearborn, Suite 320, Chicago, Illinois 60603 on January 19, 1999 (the "Closing Date").

4.2 Conveyance of Title. At the Closing, Seller shall deliver to Purchaser the Bill of Sale executed and delivered contemporaneously herewith.

5. Default: Remedies. Upon Purchaser's failure to comply with any of the terms and conditions herein or to consummate the purchase contemplated herein, Purchaser shall forfeit any sums paid to Seller (as described in Section 2 hereof), including without limitation, the \$100,000 paid at closing, and shall be liable to Seller for any damages resulting from such failure.

6. Miscellaneous.

6.1 Assignability. This Agreement shall not be assignable by any of the parties hereto without the prior written consent of the other party.

6.2 Governing Law. The internal law, not the law of conflicts, of the State of Illinois will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

6.3 Entire Agreement. This Agreement and other documents delivered or to be delivered pursuant to this Agreement contain or will contain the entire agreement among the parties hereto with respect to the transactions contemplated herein and supersede all previous oral and written agreements.

6.4 Amendment. This Agreement may be amended, modified, or supplemented only by written agreement of Purchaser and Seller.

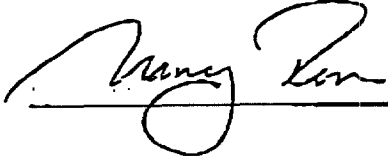
6.5 Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

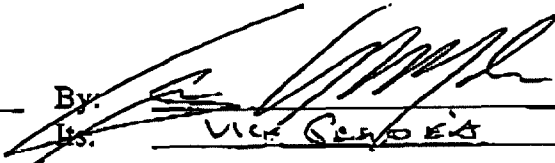
6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

6.7 **Further Assurances.** The parties will, from time to time following the Closing, upon the reasonable request of any other party, execute, acknowledge and deliver in proper form such further instruments and perform such further acts as may be reasonably necessary or desirable to give effect to the transactions contemplated by this Agreement and to vest in Purchaser good title to and possession of the Purchased Assets.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Nancy Ross, not individually but as Assignee LEARNCOM, INC.
for the Assignment for the Benefit of
Creditors of WingsNet, Inc.



By: 
Its: VICE PRESIDENT

Schedule I

All of Assignees right, title and interest, if any, to the extent assignable, in the proprietary film rights including copy rights and distribution rights of WingsNet, Inc. All real and personal property, tangible and intangible, including without limitation all cash, accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, general intangibles, patents, copyrights, tradenames, trademarks, servicemarks and all associated goodwill but SPECIFICALLY EXCLUDING the Excluded Assets.

SCHEDULE A - TRADEMARKS

<u>Mark:</u>	<u>Registration No.:</u>	<u>Reg. Date:</u>
Women's Millenium	2,230,644	March 9, 1999

Certificate of Express Mail

I Michael G. S. hereby certify that the foregoing Recordation of Change of Corporate Name for Trademark of Trademarks is being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to Assistant Commissioner for Trademarks, BOX ASSIGNMENTS, 2900 Crystal Drive, Arlington Virginia 22202-3513 on this 28 day of February 2000.

Michael G. S.

(Signature)

Express Mail Label Number
February 28, 2000

Date of Deposit

EL132991049US