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101614535

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

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

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New

Resubmission (Non-Recordation)
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Reel # _____ Frame # _____

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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
_____/_____/_____

RECEIVED
2001 FEB -6 PM 4:31
ASSIGNMENT SECTION
DIVISION

Conveying Party Mark if additional names of conveying parties attached

Name Infoinmotion, Inc. Execution Date 01 02 01
Month Day Year

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name e2 Communications, Inc.

DBA/AK/TA _____

Composed of _____

Address (line 1) 6404 International Parkway

Address (line 2) Suite 1200

Address (line 3) Plano Texas 75093
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation

Other _____

Citizenship/State of Incorporation/Organization _____

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

40E

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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: 002236 FRAME: 0759

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)

<input type="text" value="78/004,432"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Martin Korn

2/5/01

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made and entered into as of January 2, 2001, by and among e2 Communications, Inc., a Texas corporation (the "Assignee"), and InforMotion, Inc., a Delaware corporation (the "Assignor"), and Timothy J. Moore ("Moore"), John L. Rosta ("Rosta"), Edward E. Jungerman ("Jungerman") and Gary Allen White ("White"), the stockholders of Assignor (collectively referred to herein as the "Stockholders").

WHEREAS, Assignor owns the entire right, title and interest in and to certain Intellectual Property as defined herein; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said Intellectual Property;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, its entire right, title and interest in and to the said Intellectual Property (as defined herein) and the right to recover for past infringement thereof as fully and entirely as the same would have been held by Assignor if this assignment and sale had not been made.

Intellectual Property means: (a) Copyrights; (b) Patents; (c) Trademarks; (d) Know-how; (e) Inventions; and (f) Trade Secrets, each as defined below:

(1) **"Copyrights"** means, with respect to Assignor, all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including, without limitation, literary works, computer software, mask works, schematics, audiovisual works, sound recordings, architectural works, recognized under federal law and all comparable rights recognized in foreign jurisdictions or conventions or by treaty and including, without limitation, those works listed on Table 1 of Schedule A hereto. Table 1 indicates in each case whether the applicable Copyright is registered with Registration Number, or the subject of a pending registration in the U.S. Copyright Office and any foreign jurisdictions. Table 1 also indicates whether the Copyright is the subject of any claim of co-ownership (including any claim of ownership applicable to separate or preexisting works included in any derivative or collective work), and, if so, whether the exercise of Assignor's rights therein is subject to (A) royalty obligations due such co-owner, its successors or assigns, (B) restrictions on exercise, assignment or sublicensing, or (C) revocation or termination. Unless otherwise expressly noted, the listing of any work shall be construed to include any separate or preexisting work included in a derivative or collective work, and shall also be construed to include preliminary drafts or versions and revisions thereof that are not separately registered by Assignor.

(2) **"Patents"** means, with respect to Assignor, all types of exclusionary or protective rights granted (or applications therefor) for inventions (including, without limitation, letters patent, utility models, inventor's certificates and the like), and all reissues and extensions thereof and all reissues, reexaminations, renewals, divisions, continuations and continuations-in-part

thereof, recognized under federal law and all comparable rights recognized in foreign jurisdictions or conventions or by treaty, including, without limitation, all such rights listed in Table 2 of Schedule A hereto. Table 2 indicates in each case whether the applicable Patent is issued or the subject of a pending application in the U.S. Patent & Trademark Office and any foreign jurisdictions, together with Patent Number or Serial Number. Table 2 also indicates whether the Patent is the subject of any claim of co-ownership, and, if so, whether the exercise of Assignor's rights therein is subject to (A) royalty obligations due such co-owner, its successors or assigns, (B) restrictions on exercise, assignment or sublicensing, or (C) revocation or termination.

(3) **"Trademarks"** means, with respect to Assignor, (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by, filed in or otherwise recognized by a national, state or foreign governmental authority or any foreign jurisdiction or convention or by treaty, including, without limitation, those rights listed in Table 3 Schedule A hereto. Table 3 indicates in each case whether the applicable Trademark is registered or recorded, or the subject of a pending registration or recording, in the U.S. Patent & Trademark Office, a state trademark office, other U.S. state or local registrations or recording offices, and any foreign jurisdictions, together with Trademark Registration Number or Serial Number. Table 3 also indicates whether the Trademark is the subject of any claim or co-ownership, and, if so, whether the exercise of Assignor's rights therein is subject to (A) royalty obligations due such co-owner, its successors or assigns (B) restrictions on exercise, assignment or sublicensing or (C) revocation or termination. Unless otherwise expressly noted, the listing of any Trademark shall be construed to include any related marks, brands, logos, etc. that are not separately registered or recorded by Assignors.

(4) **"Know-how"** means, with respect to Assignor, any knowledge or information that is material to Assignor's business and that enables Assignor to operate its business with the accuracy, efficiency or precision necessary for commercial success, or otherwise affords Assignor a commercial advantage for the possession or knowledge thereof, whether or not currently constituting Trade Secret(s) or Invention(s).

(5) **"Invention"** means, with respect to Assignor, any new and useful process, machine, manufacture or composition of matter, or any new and useful improvement thereof that is material to the operation of Assignor's business and developed by Assignor, its employees or agents, which could potentially be eligible for protection as Patent(s), but whether or not currently the subject of Patent(s).

(6) **"Trade Secrets"** means, with respect to Assignor, all information or other items recognized as "trade secrets" under state or federal law and all comparable rights recognized in foreign jurisdictions or conventions or by treaty that are generally unknown and provide Assignor with a competitive advantage in its business.

The Stockholders have joined in this Assignment for the purpose of confirming the sale, assignment and transfer to Assignee of any interest any of them may have in the Intellectual Property.

The spouses of the Stockholders have executed this Assignment for the sole purpose of confirming that they consent to be bound by all of the terms and conditions hereof if and to the extent of any community property interest that is affected hereby.

[The next page is the execution page.]

SCHEDULE A

TABLE 1

Copyrights

Inmotion Server Cold Fusion Source Code
SNPP COM Component
Inmotion Server TAP driver
Paducah Pikes demo software
Brand Mobile™ subscriber administration client software
Brand Mobile™ device configuration client software
White paper
Technology roadmap
Brand mobile description
Architecture overview
e2 interface plan
IIM system documentation
EDI interface document
Inmotion source code
PCS phone review
Pager carrier gateway information

Object Content Technology (OCT)
Content Provider Interface (CPI)
Device Configuration Interface (DCI)
Assimilators
Transporters
Content Delivery Model

Infoinmotion Product Definition.doc - Infoinmotion Product Definition Document description of proposed Solutions Inmotion product family.

Brand Mobile.doc - Brand Mobile product Description defines the first service implementation using the Inmotion Server.

IIM White Paper 2.doc - describes the technical problems with wireless delivery that need to be addressed to enable the Infoinmotion services.

Infoinmotion Technology Roadmap.doc - Overview of technology development to support new services.

inoinmotion architecture.ppt - Presents the large components and outlines the development strategy of the IIM architecture.

e2 inmotion integration.ppt - Presentation to discuss integration points between e2 and Infoinmotion.

InMotion Server System Documentation.doc - Documents the design requirements and the implemented design for InMotion Server to support Brand Mobile.

EDI File Specification.doc - Description of support machine-to-machine communication.

Phone Selection.ppt - Summarizes web-enabled and smart-messaging phones available. Includes a review of phone web browser version capability.

Carrier Links.doc - Collection of known pager carrier links (Both SMTP and SNPP).

worldpagesdemo.avi – Sample wireless application video
Company PowerPoint Presentation

No copyrights are registered, and none are the subject of pending registration or claim of co-ownership.

TABLE 2

Patents

None

TABLE 3

Trademarks

Infoinmotion – Trademark (company name)

www.foinmotion.com - registered URL

Inmotion Server

W@P Developer – Service Mark

Inmotion Interactive – Service Mark

Brand Mobile – Service Mark

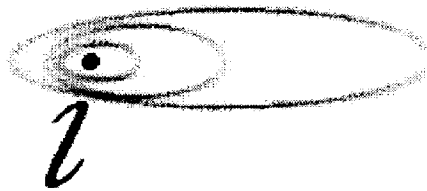
BRAND MOBILESM

Object Content Technology (OCT) – Service Mark

Logos



Infoinmotion Logo



Infoinmotion i logo

U.S. Service Mark Registration Application Serial No. 78/004,432 for the mark Infoinmotion.com and design filed April 17, 2000.

No marks are subject to a claim of co-ownership.