

12-19-2001

Form PTO-1594
(Rev. 03/01)
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REC



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101921952

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 12.10.01

Investor Broadcast Network, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: March 15, 2001

2. Name and address of receiving party(ies)

Name: Vcall, Inc.

Internal Address: _____

Address: _____

Street Address: 833 Chestnut East, Suite 1300

City: Philadelphia State: PA Zip: 19017

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Virginia

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/673,142

B. Trademark Registration No.(s)

N/A

400

Additional number(s) attached Yes No

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

Name: Lisa M. Krizan, Esquire

Internal Address: _____

Street Address: Hirschler Fleischer

P.O. Box 500

City: Richmond State: VA Zip: 23218-0500

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501335

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Lisa M. Krizan, Esquire

Name of Person Signing

Lisa M. Krizan
Signature

12/10/01

Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

12/18/2001 6TON11 00000170 501335 75673142

01 FC:481 40.00 CH

TRADEMARK
REEL: 002409 FRAME: 0486

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Vcall, Inc.

Mark: INVESTOR BROADCAST NETWORK

Class: 36

12-1001

Serial No. 75/673,142

POWER OF ATTORNEY

To: The Honorable Assistant Commissioner of Trademarks
Box New App/Fee
2900 Crystal Drive
Arlington, Virginia 22202-3515

The undersigned applicant hereby appoints Lisa M. Krizan, Esquire (Virginia State Bar No. 32565) of Hirschler, Fleischer, Weinberg, Cox & Allen, a member in good standing of the State Bar of the Commonwealth of Virginia, whose mailing address is Post Office Box 500, Richmond, Virginia 23218-0500, to prosecute this application, to transact all business in the Patent and Trademark Office in connection with it, and to receive the certificate of registration.

Please address all correspondence in connection with this matter to, and make all further contact with: Lisa M. Krizan of Hirschler, Fleischer, Weinberg, Cox & Allen, P.C., Post Office Box 500, Richmond, Virginia 23218-0500, Telephone No. (804) 771-9521, Facsimile No. (804) 644-0957.

Respectfully Submitted,
VCALL, INC.

Date: 7/2/01

By: William B. Thompson
William Thompson,
Secretary

Telephone Number (804) 327-3420

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made as of March 15, 2001, by and between Investor Broadcast Network, Inc., a Delaware corporation (the "Assignor"), located at 1617 JFK Boulevard, Suite 1450, Philadelphia, Pennsylvania 19103, and Vcall, Inc., a Virginia corporation (the "Assignee"), located at 833 Chestnut East, Suite 1300, Philadelphia, Pennsylvania 19107, (collectively, the "Parties") hereby provides:

WHEREAS, Assignor has filed intellectual property registration applications or registered its proprietary claims to, and/or obtained intellectual property registrations within the United States of America, Canada and the European Union for the service marks, trademarks and/or copyrights depicted and described on Exhibits A through D, attached hereto and made a part hereof (collectively, the "Intellectual Property");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interest that it may have in and to the Intellectual Property worldwide together with the goodwill of the business in connection with which the Intellectual Property has been used and is used, symbolized by the Intellectual Property along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all past, present and future infringing uses of the Intellectual Property; and,

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Intellectual Property worldwide together with the goodwill of the business in connection with which the Intellectual Property has been used and is used, symbolized by the Intellectual Property along with the right to recover for damages and profits for past, present and future infringements thereof and to enjoin any and all past, present and future infringing uses of the Intellectual Property.

NOW THEREFORE, in consideration for the mutual covenants contained herein, the above recitals which are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby assigns and conveys to Assignee all rights, title and interest that Assignor may have, free and clear of any liens and/or encumbrances, in and to the Intellectual Property worldwide, together with the goodwill of the business connected with the use of, and which is symbolized by, the Intellectual Property, along with the Assignor's right to recover for damages and profits for any past, present and future infringements of the Intellectual Property.

2. **Authorization.** Contemporaneously with executing this Assignment, Assignor has provided Assignee with all original certificates of registration in Assignor's possession for the Intellectual Property listed on the Exhibits. Assignor hereby authorizes and requests all appropriate intellectual property offices worldwide to issue certificates of registration issued by any and all countries and states to Assignee. Assignor hereby represents and covenants that it has the full right to convey the interests herein assigned, and that it has not executed and will not execute, any agreement or document which is in conflict herewith.

3. **Future Assurances.** Assignor agrees that upon the written request of Assignee, it shall execute and deliver all papers and do all other reasonable acts necessary to carry out the intent of this Assignment and which Assignee may reasonably request in order to vest all of Assignor's rights, title and interest in and to the Intellectual Property in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession and/or control of Assignor.

4. **Binding Effect.** This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors and/or assigns, as the case may be, and all others acting by, through, with or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

5. **Applicable Law.** This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the Commonwealth of Virginia without reference to its conflict of laws provisions.

6. **Jurisdiction and Venue.** The Parties hereby irrevocably consent to the jurisdiction of the United States District Court for the Eastern District of Virginia, Richmond Division to the extent that such court has subject matter jurisdiction, or, alternatively to the Circuit Court for the County of Henrico, Virginia for any claims or causes of action arising out of or relating to this Assignment. Further, the Parties hereby waive any objection they may have to either the jurisdiction or venue of such courts.

7. **Recordation.** Assignee shall have the right to record freely this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the appropriate intellectual property offices worldwide.

8. **Counterparts.** This Assignment may be executed in any number of counterparts and by different parties to this Assignment, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Assignment.

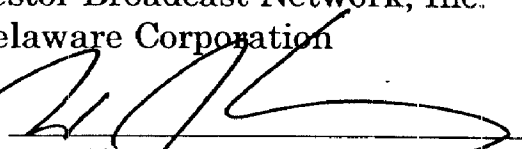
9. **General.** This Assignment is the final and complete understanding of the Parties concerning the subject matter hereof, and supercedes all prior discussions, negotiations and agreements concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing signed by all the Parties.

IN WITNESS WHEREOF this Assignment has been executed and made effective as of the date first written above.

ASSIGNOR:

Investor Broadcast Network, Inc.
a Delaware Corporation

By:


William J. Gray
Chief Financial Officer and
Chief Operations Officer

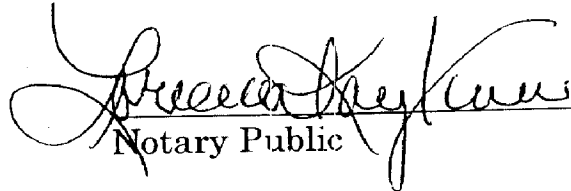
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared William J. Gray, the Chief Financial Officer and Chief Operations Officer and duly authorized agent and signatory of Investor Broadcast Network, Inc., who executed the foregoing Intellectual Property Assignment of his own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 15th day of MARCH, 2001.

[SEAL]

My commission expires: 4-7-2003


Notary Public

Notarial Seal
Loreena Kay Tinneny, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Apr. 7, 2003
Member, Pennsylvania Association of Notaries

ASSIGNEE:

Vcall, Inc.
a Virginia Corporation

By: *Peter Wakeham*
Peter Wakeham
Chairman of the Board

COMMONWEALTH OF VIRGINIA UNITED KINGDOM
COUNTY OF _____, to-wit: CITY OF LONDON

M Before me, a Notary Public in and for the jurisdiction aforesaid, personally ~~who identified himself and declared to me that he is~~ appeared Peter Wakeham, the Chairman of the Board and duly authorized agent and signatory of W-I-Link.com Inc., who executed the foregoing Intellectual Property Assignment of his own free act and deed. In Witness Whereof, I have hereunto set my hand and seal this 7th day of August, 2001.

A Corless

Notary Public

[SEAL]

My commission expires: with life

AGNES CORLESS
Scrivener Notary
London, England

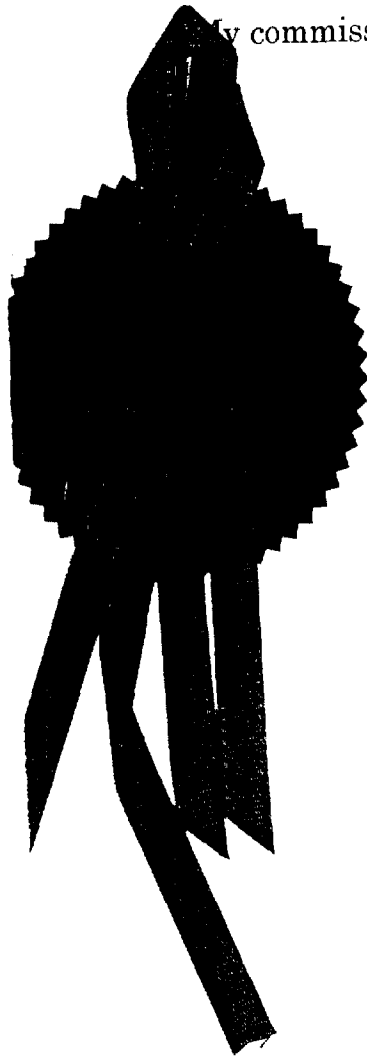


EXHIBIT A

European Union Marks

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
RADIO WALL STREET	001281765	November 13, 2000
VCALL	001281724	November 13, 2000

EXHIBIT B

United States Federally Registered Marks

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
VCALL	2,332,080	March 21, 2000

United States Federal Pending Marks

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
RADIO WALL STREET	75/651,781	March 2, 1999
INVESTOR BROADCAST NETWORK	75/673,142	March 31, 1999

EXHIBIT C

Canadian Marks

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
RADIO WALL STREET	102773700	September 2, 1999
VCALL	102773800	September 2, 1999

EXHIBIT D

United States Copyright

Title

REG. NO.

REG. DATE

Vcall Internet Web Site

TX5-081-393

December 30, 1999

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