

FORM PTO-1594 (Modified)
(Rev. 6-23)
OMB No. 0651-0011 (exp 4/94)
Copyright 1994-97 LegalStar
TM05/REV03

Docket No.:

06-07-2002

Y



Tab settings

To the Honorable Commissioner of Pat

102115574

attached original documents or copy thereof.

1. Name of conveying party(ies):

Xertus Communications, LLC

2. Name and address of receiving party(ies):

Name: Xertus Synergistics, LLC

Internal Address: Suite 410

Street Address: 455 S. Gulph Road

City: King of Prussia State: PA ZIP: 19406

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Pennsylvania
- Corporation-State
- 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

5.31.02

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

3. Nature of conveyance:

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

Execution Date: April 10, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,502,932	2,478,489	2,462,602
2,502,931	2,472,739	2,462,490
2,502,586	2,466,479	2,548,093

Additional numbers Yes No

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

Name: Louis M. Heidelberger

Internal Address: Reed Smith LLP

2500 One Liberty Place

Street Address: 1650 Market Street

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-0586

OFFICE OF THE ASST. TO THE COMMISSIONER OF PATENT AND TRADEMARK OFFICE
MAY 31 AM 8:20
FINANCE SECTION

06/06/2002 BTOM11 00000071 2502932

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 200.00 DP

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.

Maryellen Feehery, Reg. No. 44,677

Name of Person Signing

Maryellen Feehery
Signature

May 31, 2002

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

Express Mail Label No. EL87179359TUS**ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and effective as of the 1st day of January, 2002 (the "Effective Date"), but is executed as of this 6th day of April, 2002, by and among **Xertus Communications, LLC**, a Pennsylvania limited liability company located in King of Prussia, Pennsylvania (the "Assignor"), and **Xertus Synergistics, LLC**, a Pennsylvania limited liability company located in King of Prussia, Pennsylvania (the "Assignee");

WITNESSETH:

WHEREAS, by assignment effective as of January 1, 2002 (hereinafter the "L.P. Assignment"), Assignor acquired from FactLine Verbal Networks, L.P. (formerly known as Xertus Synergistics, L.P.) (hereinafter "FactLine") all of FactLine's rights, title and interest in and to the Intellectual Property (including the Patents and Trademarks set forth in Exhibits A and B attached hereto), as the terms "Intellectual Property," "Patents" and "Trademarks" are defined in the L.P. Assignment and incorporated herein by reference;

WHEREAS, Assignee desires to acquire and, as of the Effective Date, has acquired, all of Assignor's rights, title and interest in and to the Intellectual Property; and

WHEREAS, the parties wish to confirm this assignment and memorialize the same herein.

NOW THEREFORE, in consideration of the premises and promises set forth herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Assignor hereby acknowledges and confirms that, as of the Effective Date, Assignor sold, assigned, and transferred to Assignee Assignor's rights, title and interest in and to the Intellectual Property including, but not limited to, the Patents and Trademarks set forth in Exhibits A and B attached hereto, and further including all of the goodwill associated therewith, as well as any and all past, present and future causes of action related to the Intellectual Property, to be held and enjoyed by Assignee for its own use and on its own behalf, and to inure to the benefit of Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been executed, and such assignment, sale and transfer had not been made.

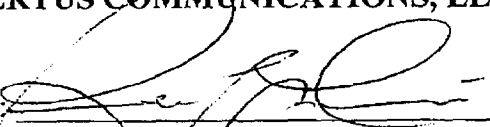
2. Upon Assignee's request, Assignor shall cooperate with Assignee and shall execute such additional documents as may be required to effect the foregoing assignment, including, but not limited to, the preparation and filing of patent, trademark and copyright applications, the recordation of the ownership interests granted herein and all other matters related to the prosecution and maintenance of such applications (and rights arising therefrom) before the United States Patent and Trademark Office, the United States Copyright Office, and any foreign or domestic governmental office or agency.

3. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

4. Assignor agrees to take any and all such action as is necessary to consummate this Agreement.

IN WITNESS THEREOF, this Agreement has been duly executed this ___ day of April, 2002, but shall be effective as of the Effective Date.

XERTUS COMMUNICATIONS, LLC

By: 

Ronald P. Muhlenhaupt
Manager

Date: 4/10/2002

EXHIBIT A

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

MARK	APPL. NO.	REG. NO.
THE VERBAL WEB	75/859,470	2,502,932
VERBAL WEB	75/859,469	2,502,931
1 800 SMART ONE	75/684,831	2,502,586
Misc. Design	75/758,522	2,478,489
1 800 THE FACTS	75/656,737	2,472,739
THE FACTS NETWORK	75/758,608	2,466,479
ANYTHING YOU WANT TO KNOW, ANYWHERE YOU ARE	75/758,611	2,462,602
THE VERBAL INTERNET	75/694,720	2,462,490
FACT LINE	75/859,460	2,548,093

EXHIBIT B

U.S. AND FOREIGN PATENT APPLICATIONS

TITLE	SERIAL NO.	COUNTRY
METHOD AND APPARATUS FOR PROVIDING ACCESS TO INFORMATION AND INTERACTIVE FUNCTIONALITY	60/328,574	U.S.
METHOD AND APPARATUS FOR PROVIDING ACCESS TO INFORMATION	PCT/US00/21135	PCT
METHOD AND APPARATUS FOR PROVIDING ACCESS TO INFORMATION	PCT/US00/21135	PCT
METHOD AND APPARATUS FOR PROVIDING ACCESS TO INFORMATION	09/369,973	U.S.
METHOD AND APPARATUS FOR PROVIDING ACCESS TO INFORMATION	09/426,269	U.S.
METHOD AND APPARATUS FOR PROVIDING ACCESS TO INFORMATION	09/707,456	U.S.
METHOD AND APPARATUS FOR PROVIDING ACCESS TO INFORMATION	00950951.4	EUROPEAN PATENT OFFICE
METHOD AND APPARATUS FOR PROVIDING ACCESS TO INFORMATION	TBA Filing Date: February 6, 2001	JAPAN
METHOD AND APPARATUS FOR PROVIDING ACCESS TO INFORMATION	TBA Filing Date: February 6, 2001	CHINA
METHOD AND APPARATUS FOR PROVIDING ACCESS TO INFORMATION	TBA Filing Date: February 5, 2001	CANADA