

08-05-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



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

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

1. Name of conveying party(ies):

Vcall, Inc.

7-30-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 2/20/02

2. Name and address of receiving party(ies)

Name: W-I-Link.com Inc.

Internal

Address:

Street Address: 601 Moorefield Park Drive

City: Richmond State: VA Zip: 23236

- 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) 75/651,781 75/756,451 75/673,142

B. Trademark Registration No.(s) 2,332,080 2,333,325 2,545,719

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: Hirschler Fleischer

Street Address: P.O. Box 500

City: Richmond State: VA Zip: 23218-0500

6. Total number of applications and registrations involved:

6

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501335

DO NOT USE THIS SPACE

9. Signature.

Lisa M. Krizan, Esquire Name of Person Signing

Signature

7/23/02 Date

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

08/02/2002 DBYRNE 00000203 501335 75651781

01 FC:481 40.00 CH 02 FC:482 125.00 CH

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

TRADEMARK REEL: 002555 FRAME: 0187

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made as of 20th Feb may, 2002, and between Vcall, Inc., a Virginia corporation (the "Assignor"), located at 833 Chestnut East, Suite 1300, Philadelphia, Pennsylvania 19107, and W-I-Link.com Inc., a Virginia corporation (the "Assignee"), located at 601 Moorefield Park Drive, Richmond, Virginia 23236, (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, and 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, represented by such service marks and copyrights 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, represented by such service marks and copyrights 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 represented by such service marks and copyrights, 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:

Vcall, Inc.
a Virginia Corporation

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

State of Virginia

~~United Kingdom~~
City of ~~London~~, to-wit:
Richmond

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Peter Wakeham, the Chairman of the Board and duly authorized agent and signatory of Vcall, 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 *20th* day of *February*, 2002.

[SEAL]

Thyler H. Meyer
Notary Public

My commission expires: *September 30, 2005*

ASSIGNEE:

W-I-Link.com Inc.
a Virginia Corporation

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

~~United Kingdom~~
State of Virginia
City of ~~London~~, to-wit:
Richmond

Before me, a Notary Public in and for the jurisdiction aforesaid, personally 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 *20th* day of *February*, 2002.

[SEAL]

Dhyll S. Meyrow
Notary Public

My commission expires: *September 30, 2005*

EXHIBIT A

European Union Marks

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
RADIO WALL STREET	001281765	November 13, 2000
VCALL	001281724	August 18, 1999

EXHIBIT B

United States Federally Registered Marks

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
VCALL	2,332,080	March 21, 2000
VCALLAPOLOOZA	2,333,325	March 21, 2000
VCALLAPOLOOZA	2,545,719	March 12, 2002

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
WHISPERCALL	75/756,451	July 21, 1999
INVESTOR BROADCAST NETWORK	75/673,142	March 31, 1999

EXHIBIT C

Canadian Marks

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
RADIO WALL STREET	555,604	December 18, 2001
VCALL	552,402	October 15, 2001

EXHIBIT D

United States Copyright

<u>Title</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Vcall Internet Web Site	TX5-081-393	December 30, 1999

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