

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

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**


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.

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|--|---|
| <p>1. Name of conveying party(ies):<br/><u>SuperComm, Inc.</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association<br/> <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership<br/> <input checked="" type="checkbox"/> Corporation-State <u>Texas</u><br/> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies)<br/>Name: <u>SC USA Acquisition Co. Inc.</u><br/>Internal Address: _____<br/>Street Address: <u>10202 W. Washington Blvd.t</u><br/>City: <u>Culver City</u> State: <u>California</u> Zip: <u>90232</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____<br/> <input type="checkbox"/> Association _____<br/> <input type="checkbox"/> General Partnership _____<br/> <input type="checkbox"/> Limited Partnership _____<br/> <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u><br/> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>(Designations must be a separate document from assignment)<br/>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p> |
| <p>3. Nature of conveyance:<br/> <input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger<br/> <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name<br/> <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 13, 2002</u></p>   | <p>4. Application number(s) or registration number(s):<br/> A. Trademark Application No.(s)<br/> <br/> B. Trademark Registration No.(s)<br/> <u>2,077,266</u><br/> <u>1,808,053</u></p> <p>Additional number(s) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>   |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:<br/>Name: <u>Lynn S. Fruchter</u><br/>Internal Address: <u>Cowan, Liebowitz &amp; Latman, P.C.</u><br/>_____<br/>_____<br/>Street Address: <u>1133 Avenue of the Americas</u><br/><u>35th Floor</u><br/>City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u></p>  | <p>6. Total number of applications and registrations involved: ..... <u>2</u></p> <p>7. Total fee (37 CFR 3.41) ..... <u>\$65.00</u><br/> <input type="checkbox"/> Enclosed<br/> <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:<br/><u>03-3415</u><br/>(Attach duplicate copy of this page if paying by deposit account)</p>   |

**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.*

Lynn S. Fruchter                                            December 22, 2003  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 6

**CERTIFICATE OF FACSIMILE TRANSMISSION**

The undersigned hereby certifies that the above-captioned correspondence is being transferred by facsimile to the United States Patent and Trademark Office on the date shown above.

Name:  
Date:

CH \$65.00 033415 2077266

## ASSIGNMENT OF INTANGIBLE ASSETS

THIS ASSIGNMENT OF INTANGIBLE ASSETS (this "Assignment") is made and entered into on the 13<sup>th</sup> day of December 2002, by and among SuperComm, Inc., a Texas corporation ("SC"), SuperComm International, Inc., a Texas corporation ("Assignors") and SC USA Acquisition Co. Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement") by and among Assignors, SuperComm Europe, Limited, a United Kingdom corporation, Assignee and SCE Acquisition Co. Ltd., a United Kingdom corporation, Assignors have agreed to sell, assign, transfer and convey to assignee certain Assets used or held for use in the operation of their business.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby assign, transfer, deliver and convey to Assignee, and Assignee hereby assumes from Assignors, on the date first above written, all of Assignors' right, title and interest in, to and under, the Proprietary Assets worldwide, including the Internet domain names for the business, and all patents, service marks, copyrights, computer programs and other intangible property owned or held by Assignor and used or held for use in connection with the business and operations of the business and set forth on Schedule A hereto, and all of the rights associated therewith (including all applications, registrations, extensions and renewals), including the right to use the name of Assignor (the "Intangible Assets").

2. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty except those representations and warranties contained in the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

3. From time to time, at Assignee's or Assignor's request, whether on or after the date hereof and without further consideration, Assignor and Assignee shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, transfer and assumption as may be reasonably necessary to convey, transfer and assume the Intangible Assets.

4. All capitalized terms used herein shall have the meanings given such terms in the Purchase Agreement, unless otherwise defined herein.

5. This Assignment shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of California, without regard to the rules of conflicts or

law that would require the application of the law of any other jurisdiction.

6. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

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SuperComm Intangible Assets Assignment

IN WITNESS WHEREOF, the undersigned have affixed their respective signatures on the date first above written.

**SC USA ACQUISITION CO. INC.**  
a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SUPERCOMM, INC.**  
a Texas corporation

By: James D. [Signature]

Its: ASSISTANT TREASURER

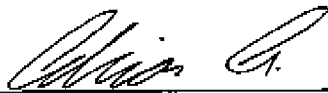
**SUPERCOMM, INTERNATIONAL, INC.**  
a Texas corporation

By: James D. [Signature]

Its: ASSISTANT TREASURER

IN WITNESS WHEREOF, the undersigned have affixed their respective signatures on the date first above written.

SC USA ACQUISITION CO. INC.  
a Delaware corporation

By: 

Its: SVP

SUPERCOMM, INC.  
a Texas corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

SUPERCOMM, INTERNATIONAL, INC.  
a Texas corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SCHEDULE A**

Any and all of Sellers' patents, patent applications, trademarks (whether registered or unregistered and whether or not relating to a published work), trademark applications, trade names, fictitious business names, service marks (whether registered or unregistered), service mark applications, copyrights (whether registered or unregistered), copyright applications, maskwork, maskwork applications, trade secrets, know-how, customer lists, franchises, systems, computer software (including, but not limited to, source and object codes), inventions, designs, blueprints, engineering drawings, proprietary products, software, source code, data, database technology, proprietary rights or other intellectual property rights or intangible assets, including, without limitation, the following:

**Domain Names**

Supercomm.com  
Supercomm.cc  
Supercomm.nl  
Supercomm.co.uk  
Superlinkonline.com

**Trademarks**

SUPERCOMM, Registration No. 1,808,053 dated November 30, 1993  
PPR, Registration No. 2,077,266 dated July 8, 1997

**Patents**

USP 5,623,662  
USP 5,657,222

**Works in Progress** (attached as Purchase Agreement Exhibit J)

**Software, Processes and System** (attached as Purchase Agreement Exhibit G)

SuperComm Intangible Assets Assignment