

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
@Once Corp.		01/31/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Yesmail, Inc.		
Street Address:	5711 S 86th Circle		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68124		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76079362	@ONCE.COM	
Registration Number:	2268898	@ONCE	
CORRESPONDENCE DATA			
Fax Number:	(402)390-9005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402 390-9500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	One Pacific Place, 1125 S 103rd St.		
Address Line 2:	Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
NAME OF SUBMITTER:	Roberta L. Christensen		
Signature:	/rlc/		
Date:	05/26/2005		

OP \$65.00 76079362

Total Attachments: 3

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SERVICE MARK ASSIGNMENT

This Service Mark Assignment is made and entered into effective January 31, 2005, by @Once Corp., an Oregon corporation ("Seller"), in favor of Yesmail, Inc., a Delaware corporation ("Purchaser").

WHEREAS, Seller is the owner of the Service Marks listed on Exhibit "A" attached hereto (the "Service Marks"), and

WHEREAS, Purchaser is desirous of acquiring the entire right, title and interest in and to the Service Marks.

NOW, THEREFORE, Seller, for the consideration described and provided for in that certain Asset Purchase Agreement, dated as of January 17, 2005, by and among Purchaser, Seller, Olympic Venture Partners V, L.P., a Delaware limited partnership, OVP V Entrepreneurs Fund, L.P., a Delaware limited partnership, and 787, LLC, a Washington limited liability company (the "Purchase Agreement"), the receipt and sufficiency of which are hereby acknowledged, hereby assigns to Purchaser all right, title and interest in and to the Service Marks, together with the goodwill of the business symbolized by the Service Marks, the registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

Seller hereby covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Seller further covenants that, when requested, it will, without charge to Purchaser, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable Purchaser to obtain, maintain and enforce its rights and interest in and to the Service Marks in any and all countries.

[The Remainder of This Page Intentionally Left Blank and Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Service Mark Assignment as of the date first written above.

@Once Corp., an Oregon corporation, Seller

By: *[Signature]*
Its: President

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

One this 21ST day of January, 2005, before me a Notary Public in and for the county and state aforesaid, appeared Michael Hilts, to me personally known to be the person whose name is subscribed to the foregoing Patent Application Assignment and acknowledged that he executed said instrument as his free and voluntary act for the uses and purposes therein expressed.

Witness my hand and seal the day and year last above given.

[Signature]
Notary Public

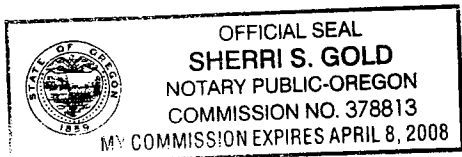


EXHIBIT "A"

SERVICE MARK	REG. NO. /SERIAL NO.
@Once	Reg. No. 2,268,898
@Once.com	Serial No. 76/079,362