

03-25-2002

Form PTO-1595
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102029391

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

<p>1. Name of conveying party(ies): iBeam Broadcasting Corporation 3-1-02</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: December 7, 2001</p>	<p>2. Name and address of receiving party(ies) Name: Williams Communications, LLC Internal Address: _____ Street Address: One Technology Center City: Tulsa State: OK Zip: 74103</p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): See attached list for all numbers B. Patent No.(s): Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jan K. Simpson FULBRIGHT & JAWORSKI L.L.P. Internal Address: Atty. Dkt.: Street Address: 1301 McKinney, Suite 5100 City: Houston State: TX Zip: 77010-3095</p>	<p>6. Total number of applications and patents involved: 19</p> <p>7. Total fee (37 CFR 3.41) \$ 760.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
<p>DO NOT USE THIS SPACE</p>	
<p>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.</p> <p style="text-align: center;"> </p> <p>Jan K. Simpson March 1, 2002 Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and documents: 11</p>	

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EU 186311711 US, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: March 1, 2002

Signature: (Neva M. Dare)

03/25/2002 6TON11 00000008 60178751

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PATENT
REEL: 012697 FRAME: 0810

Patent Application Numbers

60/178,751
09/770,682

60/185,364
09/770,680

60/178,737
09/770,632

60/178,736
09/770,681

60/178,753
09/770,641

60/178,748
09/770,642

60/178,750
09/770,645

60/252,562
09/988,803

60,178,749
09/770,633

09/162,106

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is dated as of December 7, 2001 ("Assignment"), by iBEAM Broadcasting Corporation, a Delaware corporation ("Assignor"), in favor of Williams Communications, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademarks and/or service marks listed on Schedule 1 attached hereto, which trademarks and/or service marks are registered or have been filed for registration in the United States Patent and Trademark Office, the European Community, and/or Canada or are common law trademarks (the "**Trademarks**"); and

WHEREAS, Assignor is the owner of the copyrights listed on Schedule 2 attached hereto, which copyrights are registered or are the subject of pending applications for registration in the United States Copyright Office (the "**Copyrights**"); and

WHEREAS, Assignor is the owner of the patent applications listed on Schedule 3 attached hereto, which are pending in the United States Patent and Trademark Office (collectively, the "**Patents**"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Sale Agreement, dated as of October 11, 2001 (as amended, the "**Asset Sale Agreement**"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, among other assets, the Trademarks and the goodwill connected with and symbolized thereby, the Copyrights, and the Patents.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to: (i) the Trademarks, the goodwill of the business connected with the use of and symbolized by the Trademarks, and to the extent that any trademark or service mark applications included in the Trademarks are filed on the basis of Assignor's "intent to-use" such trademarks or service marks, the portion of the business to which those trademarks or service marks apply (which business is ongoing and existing); (ii) the Copyrights, and the registrations thereof and applications therefore; and (iii) the Patents, together with all patents granted on any applications included in the Patents, all continuations, continuations-in-part, divisionals, reissues and re-examinations of said Patents, together with all causes of actions, claims and demands or other rights for, or arising from any infringement, including past infringement, of the Trademarks, Copyrights, and Patents, and all rights corresponding thereto throughout the world, all upon the terms and subject to the conditions set forth in the Asset Sale Agreement.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other documents as Assignee may reasonably request to effectuate fully this Assignment and permit Assignee to be duly recorded as the registered owner and proprietor of the right hereby conveyed.

This Assignment is governed by the laws of the State of Delaware, applicable to contracts made and performed wholly within the State, without reference to its conflicts of laws provisions, and the federal laws of the United States, as applicable.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment
to be executed by the signature of its duly authorized officer as of the date above first
written.

iBEAM BROADCASTING CORPORATION

By: *Randall K. Gausman*
Name: *Randall K. Gausman*
Title: *CEO*

to

Acknowledged and
Accepted:

WILLIAMS COMMUNICATIONS, LLC

By: _____
Name:
Title:

California
STATE OF ~~NEW YORK~~)
Santa Clara) SS.
COUNTY OF ~~NEW YORK~~)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Randall K. Gauran personally known to me to be the CFO of iBeam Broadcasting Corporation, a Delaware corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 27 day of November, 2001.

Anne-Marie Sharrocks
Notary Public

My commission expires: April 30, 2004



IN WITNESS WHEREOF, the undersigned has caused this Assignment
to be executed by the signature of its duly authorized officer as of the date above first
written.

IBEAM BROADCASTING CORPORATION

By: _____
Name:
Title:

Acknowledged and
Accepted:

WILLIAMS COMMUNICATIONS, LLC

By: *John C. Bumpaver*
Name: John C. Bumpaver
Title: Senior Vice President

SCHEDULE 1

Registered Trademarks or Trademark Applications

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Reg. No. / (App. No.)</u>	<u>Issued / (Date App.)</u>
United States	IBEAM		
United States	IBEAM BROADCASTING		
European Community	IBEAM BROADCASTING	001212463	
European Community	MAXCASTER	001207331	
United States	ACTIVECAST	(76/170328)	
United States	PURESTREAM	(76/185966)	
United States	PURESTREAM BY IBEAM	(76/185965)	
United States	ADMASTER	(76/170327)	
United States	STREAMING THE BEST OF YOUR BUSINESS	(76/189110)	
United States	VIDEOVPN	(76/189111)	
United States	PHONESHOW	(75/939,862)	
United States	WHERE YOUR MEDIA LIVES	(75/939,861)	
United States	MAXCASTER	(75/606,382)	
Canada	IBEAM	(1100249)	(4/20/01)
Canada	IBEAM BROADCASTING	(1100248)	(4/20/01)

Common Law Trademarks

ON-STAGE
ON-AIR
ON-DEMAND
ON-TARGET
ON-GUARD
ON-CALL

SCHEDULE 2

Copyrights

<u>Copyright</u>	<u>Registration No. (Application No.)</u>	<u>Date of Issue (Date of Application)</u>
PowerPresenter V.1	TXU 954-023	(5/25/2000)
WebCast Encoder V.1	TXU 954-017	(5/25/2000)
WebCast Scheduler V.1	TXU 954-029	(5/25/2000)
WebCast NV Service V.1	TXU 954-026	(5/25/2000)
WebCast Media Indexer V.1	TXU 954-016	(5/25/2000)
WebCast Photo Processor V.1	TXU 954-022	(5/25/2000)
Telephony System V.1	TXU 954-019	(5/25/2000)
Internet Real-Time Text Transmission V.1	TXU 959-380	(6/23/2000)
5.0 Authentication Plug-In V.1	TXU 954-018	(5/25/2000)
Virtual Roadshow Administration V.3	TXU 959-381	(6/23/2000)
Virtual Roadshow Client User Interface V.3	TXU 954-027	(5/25/2000)
Transporter Administration V.3	TXU 954-025	(5/25/2000)
Transporter Service V.3	TXU 954-024	(5/25/2000)
Publisher Service V.3	TXU 959-382	(6/23/2000)
Producer V.3	TXU 954-028	(5/25/2000)
NextVenue W. Media Server Security DLL V.1	TXU 954-021	(5/25/2000)
NextVenue Media Server Security DLL V.1	TXU 954-020	(5/25/2000)

SCHEDULE 3

Patents

<u>Jurisdiction</u>	<u>Patent</u>	<u>Patent No. / (App. No.)</u>	<u>Issued /(Date App.)</u>
United States	A System and Method for Performing Broadcast-Enabled Disk Drive Replication in a Distributed Data Delivery Network.	(PCT/US01/02881) (US Provisional No. 60/185,364)	
United States	Method of Utilizing a Single Uniform Resource Locator for Resources with Multiple Formats	(PCT/US01/02856) (US Provisional No. 60/178,751)	
United States	Method of Rewriting Metafile Between Origin Server and Client	(PCT/US01/02821) (US Provisional No. 60/178,750)	
United States	A System and Method for Mirroring and Caching Compressed Content in a Content Distribution Environment	(PCT/US01/02882) (US Provisional No. 60/178,736)	
United States	Method and Apparatus for Client-Side Authentication and Stream Selection in a Content Distribution Environment	(PCT/US01/02882) (US Provisional No. 60/178,737)	
United States	A System and Method for Determining Optimal Server in a Distributed Network for Serving Content Streams	(PCT/US01/02852) (US Provisional No. 60/178,748)	
United States	A System and Method for Rewriting a Media Resource Request and/or Response Between Origin Server and Client	(US application pending)	
United States	Method and System for Real-Time distributed Data Mining and Analysis for Networks	(PCT/US01/02851) (US Provisional No. 60/178,753)	

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United States	Method and Apparatus for Encoder-Based Distribution of Live Video and Other Streaming Content	(PCT/US01/02855) US Provisional No. 60/178,749)
United States	Streaming Media Transparency	(PCT application pending) (US Provisional No. 09/162,106)
United States	Real Time Internet Transcript Presentation System	(PCT application pending) (US Provisional No. 60/252,562)