Examiner:

IN THE UNITED STATES PATENT A

RECORDATION OF ASSIGNMENTS

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102380891 Group Art Unit: 2756

te the Application of:

2-25-03

JOHNSON

Serial No.: 09/624,902

Filed: July 25, 2000

Atty. File No.: 5063-1-1

"PROVIDING A PRESENTATION For:

> ON A NETWORK HAVING A PLURALITY OF SYNCHRONIZED

MEDIA TYPES"

BOX ASSIGNMENTS

Assistant Commissioner for Patents Washington, D.C. 20231

Dear Sir:

The present recorded assignee of the above-identified patent application (having patent application serial no. 09/624,902) is MSHOW.com. Enclosed herewith are the following exhibits to establish the new assignee, Intercall, Inc., for the present patent application:

Exhibit A:

A document titled, "INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT" (5 pages) that assigns the present patent application to InterCall Web Conferencing, Inc. In particular, this document identifieds the present application as a "Continuation-in-part of U.S. Patent No. 6,161,137 filed July 25, 2000; "Providing A Presentation On A Network Having A Plurality Of Synchronized Media Types"; MSHOW.com, Inc.;" (page 5,

SCHEDULE B); and

Exhibit B:

An assignment from InterCall Web Conferencing, Inc. to InterCall, Inc.

Please record the attached original documents or copy thereof:

1. Name of first conveying party:

MSHOW.com

/2003 : MUELLER 00000140 09624902

:4021

2.	Name and address of first receiving party:							
	InterCall Web Conferencing, Inc. 8420 West Bryn Mawr Avenue, Suite 400 Chicago, Illinois 60631							
3.	Nature	of Conveyance:						
	[X] [] []	Assignment Security Agreement Other:	[]	Merger Change of Name				
	Execut	tion Date: May 10, 2002						
4.	Name	of second conveying party:						
		InterCall Web Conferencing,	Inc.					
5.	Name	and address of second receivir	ng party	:				
	InterCall, Inc. 8420 West Bryn Mawr Avenue, Suite 400 Chicago, Illinois 60631							
6.	Nature	of Conveyance:						
	[X] []	Assignment Security Agreement Other:	[]	Merger Change of Name				
	Execut	ion Date: February 19, 2	2003					
7.	Application number(s) or patent number(s)							
	A. Patent Application No.(s): 09/675,527							
	B.	Patent No.(s): None.						

8. Name and address of party to whom correspondence concerning documents should be mailed:

Dennis J. Dupray Sheridan Ross P.C. 1560 Broadway, Suite 1200 Denver, Colorado 80202-5141

9. Total number of applications and patents involved:

1.

- 10. Total fee (37 CFR 3.41)....\$80.00.
 - [X] Enclosed
 - [X] Any deficiency in payment of recording fee is authorized to be charged to Deposit Account.
 - [] Authorized to be charged to deposit account.
- 11. Deposit account number: <u>19-1970</u>
- 12. 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.

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

Respectfully submitted,

SHERIDAN BOSS P.C.

3y**/2**

Dennis J/Dupray

Registration No. 46,299

1560 Broadway, Suite 1200

Denver, Colorado 80202-5141

(303) 863-9700

Date: Date:

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this <u>for</u> day of May, 2002 by and between MSHOW.COM, INC., a Delaware corporation, with its principal office located at 1745 Shea Center Drive, Suite 380, Highlands Ranch, Colorado 80129 ("Assignor") and INTERCALL WEB CONFERENCING, INC., a Delaware corporation, with its principal place of business located at 8420 West Bryn Mawr, Suite 400, Chicago, Illinois 60631 ("Assignee").

WHEREAS, Assignor and Assignee, have entered into that certain Asset Purchase Agreement dated February 22, 2002 and accepted as of February 26, 2002 pursuant to which Assignor has agreed to assign to Assignee certain Intellectual Property and associated goodwill to Assignee ("Asset Purchase Agreement"); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an integral and necessary part of the transaction, it is hereby agreed that:

- 1. Assignment of Trademarks. Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to all trade names, trademarks, service marks, logos, assumed names, brand names and all registrations and applications therefor together with the goodwill of the business symbolized thereby as used in the Business or in which Assignor or its Business has any interest (the "Assigned Marks"), including but not limited to those trademarks, service marks, registrations and applications which are listed on Schedule A attached hereto which forms a part hereof, and the right to sue for all past, present and future infringements of the Assigned Marks.
- 2. Assignment of Patents. Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to all U.S. and foreign patents and pending patent applications together with any and all continuations, continuations in part, divisions, reissues, extensions and renewals thereof as used in the Business or in which Assignor or its Business has any interest (the "Assigned Patents"), including but not limited to those the issued patents and filed patent applications which are listed on Schedule B attached hereto which forms a part hereof, and the right to sue for all past, present and future infringements of the Assigned Patents.
- 3. Assignment of Other Intellectual Property. Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever throughout the world in and to any and all trade secrets, know-how, inventions, designs, formulae and processes, whether trade secrets or not, copyrights and any registrations and applications therefor, technology rights and licenses, and all other intellectual property owned by, registered in the name of, or used in the Business or in which Assignor or its Business has any interest or is otherwise necessary for the ownership and use of the Assigned Marks and Assigned Patents (the "Other Intellectual Property", together with the Assigned Marks and Assigned Patents, the "Intellectual Property Assets"), to the full extent of the scope of use therein described, together with goodwill and all business connected with the use of and symbolized by the Other Intellectual

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Property and the right to sue for all past, present and future infringements or misappropriation of the Other Intellectual Property.

- 4. <u>Technical Documentation</u>. Assignor does hereby grant, assign, transfer and set over to Assignee all right, title and interest whatsoever in all technical and descriptive materials relating to the Intellectual Property Assets.
- 5. <u>Further Assurances</u>. Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Intellectual Property Assets.
- 7. <u>Duration</u>. This Agreement is made unto Assignee, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof.

(Signatures on Following Page)

(Signatures to Intellectual Property Assignment Agreement)

IN WITNESS WHEREOF, A	Assignor has hereunto set its han	nd as of the date set forth	
above.			
ATTEST:	ASSIGNOR: MSI	HOW.COM, INC.	
·	By Lolie to	the Code	
State of <u>Colorado</u> , Co	ounty of Denver	, TO WIT:	-
Before me, the undersigned I appeared Robert H. Ogdoo whose name is ascribed on the forego of MSHOW.com, Inc., a Delaware coinstrument for the purposes and consiMSHOW.com, Inc.	orporation, and acknowledged th	ily proven to be the person ne to be the <u>Chairman</u> and Secreta, hat he executed the said	" Y
Given under my hand and sea	Notary My Commission expires:	(SEAL)	
For purposes of identification Assignment Agreement.	n only, Assignee has signed this	Intellectual Property OF COLORIDA	
ATTEST:	ASSIGNEE: INTE CONFERENCING		
	Ву:		
•			

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SCHEDULE A Trademarks

Mark	Reg. / App. No	Reg. / App. Date
MSHOW.COM	2,528,452	1/8/02
M.SHOW	2,219,373	1/19/99
TOGETHERWARE	2,393,773	10/10/00
M and Design	75,934341	3/3/00
MSHOW.COM, INC	75,719378	6/2/99
MOVE THE IDEA		
ISEMINAR		
ISTREAM		
THE INTERACTIVE		
BROADCASTING COMPANY		
V.SHOW		
BROADBAND and Design		
M.CALL		

SCHEDULE B Patents

- 1. "Method and System For Providing A Presentation On A Network"
 - a. United States 6,161,137 based on provision application no. 06/041,770
 - b. Australia 68829/98
 - c. Canada 2,284,797
 - d. Cuba 149/99
 - e. Europe 98914484.5
 - f. Israel 132.060
 - g. Mexico 9908956
 - h. Singapore 9904778-9
- Continuation-in-part based on US 6,161,137 filed 7/25/00; "Providing A Presentation On A Network Having A Plurality of Synchronized Media Types"; MSHOW.com, Inc.; status unknown
- 3. Continuation of US 6,161,137 filed 9/29/00; "Method and System for Using Multiple Networks To Provide A Presentation"; MSHOW.com, Inc.; status unknown
- 4. Continuation-in-part based on US 6,161,137; not yet filed; "Multi-Stream Presentation On A Communications Network"; MSHOW.com, Inc.; in development and not yet drafted

ASSIGNMENT

WHEREAS, InterCall Web Conferencing, Inc., a Delaware comporation having a place of business at 8420 West Bryo Mawr, Suite 400, Chicago, Illinois 60631, is the owner of an entire interest in and to the following documents (the "DOCUMENTS" herein):

- I U.S. Patent No. 6, 161, 137, entitled "METHOD AND SYSTEM FOR PROVIDING A PRESENTATION ON A NETWORK," filed March 31, 1998, said patent having an issue date of December 12, 2000;
- U.S. Application Serial No. 09/624,902, entitled PROVIDING A PRESENTATION ON AN NETWORK HAVING A FLURALITY OF SYNCHRONIZED MEDIA TYPES," said patent application having a filing date of July 25, 2000, said patent application being a continuation in part of U.S. Patent No. 5,161,137 identified above.
- 3. U.S. Application Serial No. 09/675,527 entitled "METHOD AND SYSTEM FOR USING MULTIFIE NETWORKS TO PROVIDE A PRESENTATION," said patent application having a filing date of September 29, 2000, said patent application being a continuation of U.S. Patent No. 6,161,137 identified above; and
- Documents for subsequent preparation of patent application (not as yet prepared) which would be a Continuation-In-Part of U.S. Patent No. 6,161,137, entitled "MULTI-STREAM PRESENTATION ON A COMMUNICATIONS NETWORK," (Attourney Docket No. 5063-4-3).

WHEREAS InterCall Inc., a Delaware corporation having a place of business at 8420 West Bryn Mawr. Suite 400, Chicago, Illinois 60631, is desirous of acquiring said interest in the DOCUMENTS.

NOW THEREFORE, be it known that for the amount of \$______ good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, InterCall Web Conferencing, Inc. does sell, assign and transfer to InterCall, Inc., its successors, legal representatives and assigns, the aforesaid application for the territory of the United States of America and all continuation; divisional continuation in-part and reissus applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty and all applications for extension filed or to be filed for the invention, and all Letters Pagent, Invention Registrations, Unifity Models. Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country, Intercall Web Conferencing, Inc. also assigns any right, title or interest in and to the said invention which has not already been transferred to interCall. Inc.; InterCall Web Conferencing, Inc. warrants that no assignment has been made of the invention, application or patent therefor to a party other than litterCall Inc. and is under no obligation to make any assignment of the invention, application, or patent therefor to any other party; and InterCall Web Conferencing, Inc. further agrees to cooperate with InterCally Inc. hereunder in the obtaining and sustaining of any and all such Lefters Patent and in confirming Three Call, Inc. 's exclusive ownership of the invention, but at the expense of InterCall, Inc.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to InterCall, Inc., its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

SEERIDAN ROSS

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day indicated hereunder.

Date: 2-19-03

Robert Wise

Vice President and General Counsel

A (=b,m) State of **Althoi**s

County of Chandlers

Before me, a Notary Public in and for said County and State, personally appeared Robert Wise; who acknowledged himself to be the Vice President and General Counsel of InterCall Web Conferencing, Inc. and that he as such Vice President and General Counsel, being authorized to do so, executed the foregoing instrument for the proposes and considerations therein expressed, by signing the name of the corporation by himself as Vice President and General Counsel.

Given under my hand and seal of office this 19th day of February 2003.

My Commission Expires:

DEV COMMISSION EXPIRES JAN. 29, 2007.

RECORDED: 02/25/2003