

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. Department of COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Source Media, Inc. (and its subsidiaries)

Execution Date(s) 11/17/99, 7/29/99

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

2. Name and address of receiving party(ies)

Name: SourceSuite LLC

Internal Address: _____

Street Address: 2655 Campus Drive, Suite 250

City: San Mateo

State: California

Country: USA

Zip: 94403

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ General Assignment, Bill of Sale and Conveyance with redacted Contribution Agreement Schedule 2.1.B, Exhibit B-1 and Exhibit B-2

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

4. Application number(s) or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,949,476

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Eamon J. Wall

Internal Address: Moser, Patterson & Sheridan, LLP

Street Address: 595 Shrewsbury Avenue, Suite 100

City: Shrewsbury

State: New Jersey

Zip: 07702

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41)

\$ 40

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card

Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 20-0782/LIBE/001

Authorized User Name Eamon J. Wall

9. Signature :

EJ Wall

Signature

Eamon J. Wall

Date

1/17/05

Total number of pages including cover sheet, attachments, and documents

51

Name of Person Signing

321026-1
700146248

PATENT
REEL: 015596 FRAME: 0524

CH \$40.00 200782 5949476

GENERAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This General Assignment, Bill of Sale and Conveyance ("Bill of Sale") made this 17th day of November, 1999 by and between Source Media, Inc., a Delaware corporation ("Source"), and certain direct or indirect subsidiaries of Source, including SMI Holdings, Inc., IT Network, Inc., Interactive Channel, Inc., Cableshare (U.S.) Limited, Cable Share International Inc. and Cableshare B.V. (the "Subsidiaries") and SourceSuite LLC, a Delaware limited liability company ("SourceSuite").

WHEREAS, pursuant to a Contribution Agreement (the "Agreement"), dated as of July 29, 1999, by and among Insight Interactive, LLC ("Insight"), Source and SourceSuite, Source has agreed to, and has agreed to cause the Subsidiaries to, transfer, assign and convey to SourceSuite, and SourceSuite has agreed to assume and acquire from Source and the Subsidiaries all of Source's and the Subsidiaries' right, title and interest in and to certain assets of Source and the Subsidiaries, on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the premises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereunder, the parties hereto hereby agree as follows:

1. Source and its Subsidiaries have contributed and by these presents do transfer, assign and convey, to SourceSuite, its successors and assigns, all of their right, title and interest in and to the assets described below, free and clear of any liens, claims or encumbrances except for Permitted Liens, with such representations, warranties and covenants as are set forth in the Agreement and the Exhibits and Schedules, as updated, thereto as follows:

A. The tangible personal property and equipment described on Schedule 2.1A to the Agreement (the "Source Equipment");

B. The intellectual property rights described on Schedule 2.1B to the Agreement and which are granted pursuant to the terms of that certain Assignment and License Agreement and that certain Assignment Agreement, each by and among Source, SourceSuite and the Subsidiaries (as defined therein) and dated the date hereof (collectively, the "Source Intellectual Property");

C. All customers lists, files, records, data and all other information possessed or maintained by Source to the extent related to the Transferred Business (the "Source Intangible Property and Data");

D. The rights, interests, and obligations of Source and/or the Source Subsidiaries in and under those contracts, leases, licenses, permits and agreements described on Schedule 2.1D to the Agreement (the "Source Contracts");

E. The inventory of items described on Schedule 2.1E to the Agreement (the "Source Inventory"); and

F. The Accounts Receivable which are listed on Schedule 2.1F to the Agreement (the "Source Accounts Receivable").

The Source Equipment, Source Intellectual Property, Source Intangible Property and Data, Source Contracts, Source Inventory, and the Source Accounts Receivable are collectively referred to as the "Source Assets."

TO HAVE AND TO HOLD said property and assets unto SourceSuite, its successors and assigns, to and for its and their own proper use and benefit forever. Notwithstanding anything contained herein or in the Agreement, Source and the Subsidiaries do not hereby transfer, assign or convey the Retained Assets or any other assets, properties or rights of Source, the Subsidiaries or any other person or entity by this Bill of Sale.

For the consideration aforesaid, Source and the Subsidiaries hereby irrevocably constitute and appoint SourceSuite the true and lawful attorney of Source and the Subsidiaries, with full power of substitution, and give and grant unto SourceSuite, its successors and assigns, and each of them, full power and authority in the name of Source and the Subsidiaries, their respective successors and assigns, or in the name of SourceSuite, at any time and from time to time, to collect, assert or enforce any claim, right or title of any kind in or to the Source Assets, to institute and prosecute all actions, suits and proceedings which SourceSuite may deem proper in order to collect, assert or enforce any such claim, right or title, to defend and compromise all actions, suits and proceedings in respect of any of the Source Assets, and to do all such acts and things in relation thereto as SourceSuite shall deem advisable; with like power and as fully as Source and the Subsidiaries could or might have done. Source and the Subsidiaries acknowledge and agree that such powers are coupled with an interest and shall not be revocable by them in any manner or for any reason.

Upon the terms and subject to the conditions of the Agreement, Source and the Subsidiaries agree that, at any time and from time to time after delivery hereof, they will, upon the request of SourceSuite, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the better transferring, assigning and conveying to SourceSuite, or for aiding and assisting in the collection of or reducing to possession by SourceSuite of any of the Source Assets.

2. As of the date hereof, SourceSuite shall assume, pay, perform and discharge the obligations of Source and/or the Source Subsidiaries when due in and under the Source Contracts to be satisfied or performed after the date hereof in accordance with the terms of the Agreement.

Nothing contained herein shall be deemed to deprive SourceSuite of any defenses, set-offs or counterclaims (the "Defenses") which Source or the Subsidiaries may have had or which SourceSuite shall have with respect to any of the obligations expressly assumed by SourceSuite hereunder. Source and the Subsidiaries hereby transfer, assign and convey to SourceSuite all of the Defenses.

3. This instrument is executed and delivered pursuant to the Agreement, subject to the provisions thereof. Nothing contained herein shall be deemed to enlarge, alter, or amend the provisions of the Agreement. If any provision set forth in this instrument conflicts with any provision set forth in the Agreement, the provisions of the Agreement shall control.

4. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

5. The terms hereof may be waived only by a written instrument executed by the party waiving compliance.

6. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same.

7. No waiver by any party of any breach of any term hereof shall be deemed to be or construed as a waiver of any other breach of any other term hereof.

8. This instrument shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, excluding the conflict of laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. The parties hereto acknowledge and agree that the state and federal courts sitting in the State of Delaware shall have jurisdiction in any matter arising out of this instrument, and the parties hereby consent to such jurisdiction and agree that the venue of any such matter shall also be proper in such state and federal courts sitting in the State of Delaware.

9. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. In the event that any of the provisions contained herein or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby, unless any manifest injustice or inequity would result from the applicability and enforceability of such remaining provisions.

11. This instrument may not be modified, amended or terminated, except by a written agreement specifically referring to this instrument signed by SourceSuite, Source, the Subsidiaries and Insight.

12. This instrument may be executed in two or more counterparts, all of which taken together, shall be deemed one original.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this General Assignment, Bill of Sale and Conveyance to be duly executed by their authorized officers as of the day and year first above written.

SOURCE MEDIA, INC.

By: Stephen W. Palley
Stephen W. Palley
President and Chief Executive Officer

SOURCESUITE LLC

By: Source Media, Inc., its Manager

By: Stephen W. Palley
Stephen W. Palley
President and Chief Executive Officer

SMI HOLDINGS, INC.

By: Stephen W. Palley
Stephen W. Palley
President and Chief Executive Officer

IT NETWORK, INC.

By: Stephen W. Palley
Stephen W. Palley
Chief Executive Officer

INTERACTIVE CHANNEL, INC.

By: Stephen W. Palley
Stephen W. Palley
Chief Executive Officer

CABLESHARE (U.S.) LIMITED

By: Stephen W. Palley
Stephen W. Palley
President and Chief Executive Officer

CABLE SHARE INTERNATIONAL INC.

By: Stephen W. Palley
Stephen W. Palley
President and Chief Executive Officer

CABLESHARE B.V.

By: _____
Brad Unsworth
Managing Director

①

CONTRIBUTION AGREEMENT

by and among

INSIGHT INTERACTIVE, LLC

SOURCE MEDIA, INC.

and

NEWCO, L.L.C.

Dated as of

July 29, 1999

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CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Agreement"), dated as of July 29, 1999, is entered into by and among **INSIGHT INTERACTIVE, LLC**, a Delaware limited liability company ("Insight"), and **SOURCE MEDIA, INC.**, a Delaware corporation ("Source"), and for the limited purposes set forth herein, **INSIGHT COMMUNICATIONS COMPANY, INC.**, a Delaware corporation ("Insight Communications"). **NEWCO, L.L.C.** ("NewCo"), a Delaware limited liability company, shall be formed in accordance with the terms hereof and shall execute and enter into this Agreement at the Closing described in Section 3.1 hereof.

RECITALS

A. Insight and Source desire to combine certain business resources and assets owned by each by contributing such assets more specifically identified herein to NewCo, a new Delaware limited liability company formed for the purposes to thereafter further develop such assets and businesses. Specifically, Insight desires to contribute funds to the capital of NewCo, and Source desires to contribute or cause its Affiliates to contribute all of their respective right, title and interests in and to the Source Assets (as defined herein), in accordance with the terms and conditions contained herein. Upon Closing (as defined herein), NewCo shall be managed and operated pursuant to the terms of the Operating Agreement attached hereto as **Exhibit A**.

B. Insight and Source have executed a Common Stock and Warrants Purchase Agreement (the "Stock Purchase Agreement") of even date, which contains numerous provisions in addition to those relating to the formation and capitalization of NewCo. Among such additional provisions of the Stock Purchase Agreement (all of which are related to the transactions contemplated hereby) are terms relating to the investment by Insight directly in Source through the purchase of certain common stock of Source, the issuance by Source to Insight of certain warrants to acquire additional common stock, and the granting to Insight of certain shareholder rights.

NOW, THEREFORE, in consideration of the premises, and the agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the mutual representations and warranties contained herein, Source, Insight and NewCo agree as follows:

ARTICLE I Definitions

As used in this Agreement, the following terms have the meanings set forth in this Article I. Other terms that are defined elsewhere in this Agreement shall have the meaning as therein set forth, and such terms are listed in this Article I for the convenient reference of the parties.

ARTICLE II Contribution of Assets; Consideration

Section 2.1. Assets to be Contributed by Source - Agreed Value. Upon the terms and subject to the conditions of this Agreement, at Closing Source shall, and shall cause the Source Subsidiaries to, transfer, assign and convey to NewCo, by executing and delivering the conveyance instruments described in Section 3.2, and NewCo shall acquire from Source and the Source Subsidiaries, the assets described below:

A. The tangible personal property and equipment described on *Schedule 2.1A* (the "Source Equipment").

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B. The intellectual property rights described on *Schedule 2.1B* and which are granted pursuant to the terms of the Assignment and License Agreement in the form of *Exhibit B-1* hereto and pursuant to the terms of the Assignment Agreement in the form of *Exhibit B-2* hereto (collectively, the "Source Intellectual Property").

C. All customer lists, files, records, data and all other information possessed or maintained by Source to the extent related to the Transferred Business (the "Source Intangible Property and Data").

D. The rights, interests, and obligations of Source and/or Source Subsidiaries in and under those contracts, leases, licenses, permits and agreements described on *Schedule 2.1D* (the "Source Contracts").

E. The inventory of items described on *Schedule 2.1E* (the "Source Inventory").

F. The Accounts Receivable which are listed on *Schedule 2.1F* (the "Source Accounts Receivable"). The Source Equipment, Source Intellectual Property, Source Intangible Property and Data, Source Contracts, Source Inventory, and the Source Accounts Receivable are collectively referred to as the "Source Assets".

Section 2.2. Contribution by Insight. Upon the terms and subject to the conditions of this Agreement, at Closing Insight shall transfer to NewCo, in cash by wire transfer to an account or accounts of NewCo.

Section 2.3. Retained Assets. Source will retain any asset owned by it and not identified in Section 2.1 (the "Retained Assets"), it being the intent of the parties that the Retained Assets shall constitute all assets owned by Source which are not used in the operation of the Transferred Businesses, with it being understood and acknowledged by the parties that all assets related to the research and development activities conducted in Canada related to VirtualModem shall be transferred to NewCo. In the event that, by reason of Source retaining a Retained Asset, an asset necessary for NewCo to operate the Transferred Business is retained by Source, Source shall either pay the cost of such item to NewCo or acquire a replacement and thereafter contribute such asset to NewCo (and such contribution shall not impact the respective ownership percentages of Source and Insight in NewCo).

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ARTICLE III
Closing

Section 3.1. Time and Place of Closing. The closing of the transactions contemplated hereby (the "Closing") shall be held at the offices of Cooperman Levitt Winikoff Lester & Newman, P.C., counsel to Source, in New York, New York, at 10:00 a.m., local time, on the sixth business day following the satisfaction or waiver of the conditions set forth in Articles VII and VIII hereto (other than those that are closing deliveries), but in no event later than January 31, 2000 (the "Final Closing Date"), unless another time, date and place is agreed to in writing by Insight and Source. The effective time of the transactions contemplated by this Agreement shall be 11:59 p.m. on the date of Closing (the "Closing Date").

Section 3.2. Deliveries by Source. At Closing, Source shall deliver to Insight and/or NewCo, as applicable, the following:

A. An executed General Assignment, Bill of Sale and Conveyance in the form of **Exhibit C**, conveying title to the Source Equipment, Source Inventory, Source Accounts Receivable, Source Intangible Property and Data, and Source Contracts, free and clear of any liens, claims or encumbrances except for Permitted Liens;

B. Copies of the Operating Agreement executed by Source pursuant to which NewCo shall be managed, in the form of **Exhibit A** hereto;

C. Executed copies of the Assignment and License Agreement in the form of **Exhibit B-1**;

D. Executed copies of the Assignment Agreement in the form of **Exhibit B-2**;

E. Executed copies of the Management Agreement;

F. Copies of Source's board and other necessary resolutions as represented under **Section 4.3**;

G. The certificates as described in **Section 7.4**;

H. All other documents, instruments, and writings required to be delivered by Source at Closing pursuant to the terms of this Agreement; and

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I. Opinion of Counsel for Source in a form and substance reasonably acceptable to Insight.

Section 3.3. Deliveries by Insight. At Closing, Insight shall deliver to Source and/or NewCo, as applicable, the following:

- A. The cash contribution of \$1,000,000 to an account or accounts designated by NewCo;
- B. Copies of the Operating Agreement executed by Insight pursuant to which NewCo shall be managed, in the form of Exhibit A hereto;
- C. Copies of board and other necessary resolutions represented under Section 5.2;
- D. The certificates as described in Section 8.4;
- E. All other documents, instruments and writings required to be delivered by Insight at Closing pursuant to the terms of this Agreement; and
- F. Opinion of Counsel for Insight in a form and substance reasonably acceptable to Source.

Section 3.4. Deliveries by NewCo. At Closing, Source shall cause NewCo to deliver to Source and/or Insight, as applicable, the following:

- A. Executed copies of the Assignment and License Agreement in the form of Exhibit B-1;
- B. Executed copies of the Assignment Agreement in the form of Exhibit B-2;
- C. An executed copy of the General Assignment, Bill of Sale and Conveyance in the form of Exhibit C;
- D. Executed copies of this Agreement;
- E. Executed copies of the Management Agreement; and
- F. All other documents, instruments and writings required to be delivered by NewCo at Closing pursuant to the terms of this Agreement.

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ARTICLE IV

Representations and Warranties of Source

Source hereby represents and warrants to Insight and NewCo as follows:

Section 4.1. Corporate Existence and Qualification. Source is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Source is duly qualified to do business and in good standing in each jurisdiction in which the Source Assets owned or leased by it, or the nature of its activities with respect to the Source Assets makes such qualification necessary, except in such jurisdictions where the failure to be so qualified or in good standing would not have a material adverse effect on the Source Assets, on NewCo or the transactions contemplated under this Agreement ("Source Material Adverse Effect"). Each of the Source Subsidiaries is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Each Source Subsidiary is duly qualified to do business and in good standing in each jurisdiction in which the assets owned or leased by it, or the nature of its activities makes such qualification necessary, except in such jurisdictions where the failure to be so qualified or in good standing would not have a Source Material Adverse Effect. No Source Subsidiary has any subsidiaries other than a Source Subsidiary.

Section 4.2. Capitalization. As of the date hereof, the capitalization of Source is as set forth on *Schedule 4.2* hereof. Other than pursuant to this Agreement, there are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require NewCo to issue, sell, or otherwise cause to become outstanding any of NewCo's capital stock.

Section 4.3 Corporate Authority, Approval and Enforceability. A. Source has all requisite corporate power and corporate authority to execute and deliver this Agreement and, subject to the consents and approvals referenced in Article VI hereof, to perform its obligations under this Agreement. The execution and delivery of this Agreement by Source in accordance with the terms hereof, and the performance of the transactions contemplated hereunder by Source, have been duly and validly approved by its Board of Directors. This Agreement is, and all such other documents and agreements required to be executed and delivered hereunder, when so executed and delivered by Source will be, subject to the consents and approvals referenced in Article VI hereof, valid, legal and binding obligations of Source, enforceable against it in accordance with their terms, except as limited by bankruptcy and insolvency laws and other laws affecting the rights of creditors generally and the application of general equitable principles.

B. The execution and delivery of this Agreement and such other documents and agreements as may be required hereby and thereby, and the consummation of the transactions contemplated hereby by Source will not, subject to the consents and approvals referenced in Article VI hereof: (i) violate any law, regulation, order or decree, or (ii) conflict with or result in any breach of, or constitute a default under, Source's corporate charter or bylaws, or any agreement or contract to which Source is a party, including without limitation, the letter of intent with Prevue Ventures, Inc. dated February 10, 1999 (the "Prevue Letter"), or by which it or the Source Assets are bound or affected, except that certain agreements identified on *Schedule 2.1D* may require the consent of the other party to the assignment of such agreement or agreements and Source covenants to obtain these consents in Section 6.2.C. or to indemnify Insight and NewCo in the event such consents are not obtained. The exclusivity period under the Prevue Letter has expired and Source has no further obligations pursuant to the Prevue Letter.

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Section 4.4. Assets. Except as set forth on *Schedule 4.4*, Source has good and valid title to all of the Source Assets to be contributed to NewCo hereunder, free and clear of any liens, claims, security interests or encumbrances of any nature except for Permitted Liens. The Source Equipment and other tangible assets are in good operating condition and repair, ordinary wear and tear excepted. There are no options, rights, warrants or other agreements to acquire, or other right to, any equity interest in the Source Subsidiaries held by any Person, other than as evidenced by the Source Subsidiaries Stock. The Source Assets constitute all assets owned by Source which are currently used in the Transferred Businesses and all assets owned by Source which have use in the conduct of the Transferred Businesses as the businesses are contemplated to be conducted.

Section 4.8 Licensed Intellectual Property and Intangible Property and Data.

A. To the best of Source's knowledge, except as set forth on *Schedule 4.8*, Source and/or the Source Subsidiaries own or have the exclusive right to use pursuant to license, sublicense, agreement, or permission all Source Intellectual Property necessary for the operation of the businesses of Source and the Source Subsidiaries as presently conducted without any further licenses or grants of rights. Each item of Source Intellectual Property owned or used by Source or the Source Subsidiaries immediately prior to the Closing hereunder will be owned or available for use by NewCo on identical terms and conditions immediately subsequent to the Closing hereunder. Each of Source and the Source Subsidiaries has taken all necessary action in accordance with prudent business practices to maintain and protect each item of Source Intellectual Property that it owns or uses. Source has acquired any and all rights that its employees and independent contractors have, had or may have had to the Source Intellectual Property. To the best of Source's knowledge, any and all consents or approvals necessary to be obtained in connection with the sale, transfer, licensing, or other disposal of any of the Source Intellectual Property, or in connection with the granting of any other rights thereunder, both prior to the date hereof and through and including the transactions contemplated at Closing, have been properly provided or obtained.

B. Except as set forth in the Financial Statements referenced in Section 4.10, none of Source, the Source Subsidiaries and the directors and officers (and employees with responsibility for intellectual property matters) of Source or the Source Subsidiaries has received in writing any charge, complaint, claim, demand, or notice from third parties alleging that the Source Intellectual Property interferes with, infringes upon, misappropriates or is otherwise conflicting with or in violation of the intellectual property rights of such third parties (including any claim that any of Source and the Source Subsidiaries must license or refrain from using either the Source Intellectual Property or any intellectual property rights of such third parties).

C. *Schedule 2.1B* identifies each patent or registration which has been issued to either Source or the Source Subsidiaries with respect to any of the Source Intellectual Property, and

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identifies each pending patent application or application for registration which either Source or the Source Subsidiaries has made with respect to any of the Source Intellectual Property. Source has delivered to Insight correct and complete copies of all such patents, registrations, applications, licenses, agreements, and permissions (as amended to date), and will transfer to NewCo correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each such item. *Schedule 2.1B* also identifies each trade name or unregistered trademark used by either Source or the Source Subsidiaries in connection with any of the Transferred Businesses. Except as set forth on *Schedule 4.8*, with respect to each patent included in the Source Intellectual Property:

- (i) Source or the Source Subsidiaries possess all right, title, and interest in and to the item, free and clear of any security interest, license, or other restriction;
- (ii) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;
- (iii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the knowledge of Source, is threatened which challenges the legality, validity, enforceability, use, or ownership of the item; and
- (iv) there is no outstanding agreement by Source nor any Source Subsidiary to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item.

Further, *Schedule 4.8* identifies each license, agreement, or other permission pursuant to which either of Source or any Source Subsidiary has granted rights of ownership or use to, or under which rights of ownership or use are created for the benefit of, any third party with respect to the Source Intellectual Property.

D. *Schedule 2.1B* also identifies each item of Source Intellectual Property that is material to the Transferred Business and that is owned by any third party and that either Source or any Source Subsidiary uses pursuant to license, sublicense, agreement, or permission and *Schedule 2.1B* also indicates whether such item is assignable or transferable without the consent of the third party. Source has delivered to Insight correct and complete copies of all such licenses, agreements, and permissions (as amended to date). With respect to each such item of Source Intellectual Property:

- (i) the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect;
- (ii) unless otherwise indicated on *Schedule 2.1B*, the license, sublicense, agreement, or permission is freely transferrable and/or assignable and the transferee thereof will obtain all rights, privileges of ownership or use or benefits inuring to the transferor thereunder;

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(iii) no party to the license, sublicense, agreement, or permission is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(iv) no party to the license, sublicense, agreement, or permission has repudiated any provision thereof;

(v) to the best of Source's knowledge, with respect to each sublicense, the representations and warranties set forth in subsections (i) through (iv) above are true and correct with respect to the underlying license;

(vi) to the best of Source's knowledge, the underlying item of intellectual property is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge; and

(vii) to the best of Source's knowledge, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the knowledge of Source, is threatened which challenges the legality, validity, or enforceability of the underlying item of intellectual property.

Notices

Section 14.1. Procedure and Addresses. All notices, requests, demands and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered personally, or on the third business day following deposit in the U.S. mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or by facsimile transmission (with a confirmation of receipt) or on the next business day if by a nationally recognized courier service, at the following addresses:

If to Source:

Source Media, Inc.
Attention: Stephen W. Palley, Chief Executive Officer
5400 LBJ Freeway, Suite 680
Dallas, Texas 75240
Fax: (972)701-5454

With a copy to:

Cooperman Levitt Winikoff Lester & Newman, P.C.
800 Third Avenue
New York, New York 10022
Attention: Robert L. Winikoff, Esq.
Fax: (212) 755-2839

If to Insight:

c/o Insight Communications Company, Inc.
Attention: Michael S. Willner
126 East 56th Street
New York, New York 10022
Fax: (212) 371-1549

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with copies to:

Dow, Lohnes & Albertson
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036
Attention: Leonard Baxt, Esq.
Fax: (202) 776-2222

Section 14.2. Change of Notice Address. Any party may change the address to which such communications are to be directed to it by giving written notice to the other party in the manner provided in Section 14.1.

ARTICLE XV
General

Section 15.1. Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, and the other agreements, documents and instruments being delivered at the Closing, set forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof, whether written or oral. No representation, promise, inducement or statement of intention relating to the transactions contemplated by this Agreement has been made by or on behalf of any party hereto which is not set forth in this Agreement.

Section 15.2. Headings. The Article and Section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.

Section 15.3. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, excluding the conflict of laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. The parties hereto acknowledge and agree that the state and federal courts sitting in the State of Delaware shall have jurisdiction in any matter arising out of this Agreement, and the parties hereby consent to such jurisdiction and agree that the venue of any such matter shall also be proper in such state and federal courts sitting in the State of Delaware.

Section 15.4. Counterparts. This Agreement may be executed in multiple counterparts (including counterparts executed by one party), each of which shall be an original, but all of which shall constitute a single agreement.

Section 15.5. Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but this Agreement shall not be assignable by either party without the prior written consent of the other party.

Section 15.6. Amendment. This Agreement may be amended only in a writing executed by the parties hereto which specifically states that it amends this Agreement.

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Section 15.7. No Waiver. Failure of any party to insist upon strict observance of or compliance with any term of this Agreement in one or more instances shall not be deemed to be a waiver of its rights to insist upon such observance or compliance with the other terms hereof, or in the future.

Section 15.8. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance (other than a term, covenant, condition or application which affects the essence of this Agreement) shall, to any extent, be invalid or unenforceable, such unenforceability shall not affect any other provision hereof. If any provision of this Agreement is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of such a determination, the obligation to be fulfilled shall be reduced to the limit of validity prescribed by law. If the provision of the Agreement which is found to be invalid or unenforceable cannot be modified so as to be enforceable under existing laws, unless such provision affects the essence of this Agreement, this Agreement shall be construed and enforced as if such provision had not been included herein.

ARTICLE XVI **Insight Communications Guaranty of Obligations**

Insight Communications hereby guarantees the prompt and punctual performance of all obligations of Insight under this Agreement, the other agreements and documents contemplated hereby, and by the Stock Purchase Agreement and the other agreements and documents contemplated thereby (collectively, the "Definitive Documents"). In the event of a default of any such obligations by Insight, NewCo or Source shall, after having made written demand on Insight which demand has gone unsatisfied for a period of thirty (30) days, have the right to demand (without any further attempt at collection) that Insight Communications satisfy the unfulfilled obligation by providing written notice detailing the failure of performance by Insight, and Insight Communications shall fulfill such obligation within fifteen (15) days thereafter. Insight Communications shall have the right to substitute an Affiliate in its place as guarantor hereunder, with the prior written consent of Source, which consent shall not be unreasonably withheld based upon the financial strength of such substitute.

Insight Communications has all requisite corporate power and corporate authority to execute and deliver this Agreement and to perform its obligation under this Article XVI. The execution and delivery of this Agreement by Insight Communications in accordance with the terms hereof, and the performance of the transactions contemplated hereunder by Insight Communications in the circumstances set forth above, have been duly and validly approved by its Board of Directors and by all other corporate action, if any, necessary on behalf of Insight Communications. The obligations imposed on Insight Communications under this Agreement are valid, legal and binding obligations of Insight Communications enforceable against it in accordance with their terms, except as limited by bankruptcy and insolvency laws and other laws affecting the rights of creditors generally and the application of general equitable principles. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Insight Communications will not (a) violate any law, regulation, order or decree, or (b) subject to the receipt of any necessary consents, conflict with or result in any breach of, or constitute a default under, Insight Communications' corporate charter or bylaws, or any agreement or contract to which it is a party or by which it or its assets are bound or affected.

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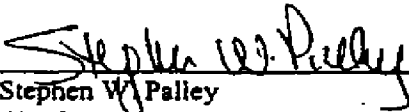
Insight Communications hereby waives notice of acceptance of this guaranty. Source and Insight may at any time, and from time to time, without notice to or consent of Insight Communications and without impairing or releasing the obligations of Insight Communications hereunder: (i) modify, release, exchange, extend or renew any obligation or liability of Insight under this Agreement and the other Definitive Documents, (ii) exercise or refrain from exercising any rights under the Definitive Documents and (iii) compromise or subordinate any obligation or liability of Insight. Any other suretyship defenses are hereby waived by Insight Communications. This Article XVI is not intended and shall not be construed to create any rights in any Person other than Source and NewCo, and no other Person (including without limitation, any creditor or shareholder of Source or NewCo) shall have or may assert any rights as a third party beneficiary of any of the provisions of this Article XVI.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SOURCE MEDIA, INC.

By: 
Stephen W. Palley
Chief Executive Officer

INSIGHT INTERACTIVE, LLC

By: Insight Communications Company, Inc.
Its sole member


By: 
Name: Michael S. Willner
Title: President

NEWCO, L.L.C.

By: _____
Name: _____
Title: _____

For the limited purposes set forth in Article XVI above:

INSIGHT COMMUNICATIONS COMPANY, INC.

By: 
Name: Michael S. Willner
Title: President

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 17th day of November, 1999.

SOURCE MEDIA, INC.

By: _____
Stephen W. Palley
Chief Executive Officer

INSIGHT INTERACTIVE, LLC

By: Insight Communications Company, Inc.
Its sole member

By: _____
Name:
Title:

SOURCESUITE LLC

By: Source Media, Inc., its Manager

By: Stephen W. Palley
Name: Stephen W. Palley
Title: President and Chief Executive Officer

SOURCESUITE CANADA INC.

By: Stephen W. Palley
Name: Stephen W. Palley
Title: President and Chief Executive Officer

For the limited purposes set forth in Article XVI above:

INSIGHT COMMUNICATIONS COMPANY, INC.

By: _____
Name:
Title:

(17)

SCHEDULE LIST

<u>Schedule</u>	<u>Description</u>
2.1 A	Source Equipment
2.1 B	Source Intellectual Property
2.1 D	Source Contracts
2.1 E	Source Inventory
2.1 F	Source Accounts Receivable
4.2	Capitalization Table of Source
4.4	Source Assets Ownership Exceptions
4.6	Source Litigation
4.8	Source Intellectual Property Ownership Exceptions
4.9	Source Tax Exceptions
4.12	Brokers
4.13	Source Transactions with Interested Persons
6.1	Approved Transactions

(18)

EXHIBIT LIST

<u>Exhibit</u>	<u>Description</u>
A	Form of Limited Liability Company Agreement of NewCo, L.L.C.
B-1	Form of Assignment and License Agreement
B-2	Form of Assignment Agreement
C	Form of General Assignment, Bill of Sale and Conveyance

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PATENT APPLICATIONS TO NEWCO

CONTRIBUTION AGREEMENT
Schedule 2.1.B

INVENTOR		DATE FILED	FILE NO.
Antoine Boucher	System & Method for Interactive Distribution of Selectable Presentations	2/22/99	09/255,052
Antoine Boucher	Labeling of Links in Hypertext Document Images	5/1/98	09/071,549
Antoine Boucher, Paul E. McRae, Tong Qiu	System & Methods for Preparing Multimedia Data Using Digital Video Data Compression	4/6/99	09/287,235
Antoine Boucher, et al	Methods, Apparatus, & Systems for Storing, Retrieving & Playing Multimedia Data	6/11/99	09/330,904
Michael Pocock, et al	Television System Distributing A Dynamically Varying... Television Channel (division of 08/138)	10/20/93	08/138,108
Michael Pocock, et al	Television System Distributing A Dynamically Varying... Television Channel (division of 08/138)	12/2/98	08/138,108-Divisional

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PATENTS

CONTRIBUTION AGREEMENT
Schedule 2.1.B

NUMBER	TITLE	INVENTORS	DATE
4,734,764	Cable Television System Selectively Distributing Pre-recorded Video and Audio Messages	Terrence H. Pocock, Mount Brydges; Peter J. M. Coumans, London; Richard M. McNorgas, London; George M. Hart, London, all of Canada	3-29-88
4,782,849	Digital Interactive Communication System	Karl W. McCalley, South Barrington; Steven D. Wilson, Chicago; James L. Fischer, Barrington, all of Illinois	12-20-88
4,829,372	Presentation Player	Karl W. McCalley, Palatine; Steven D. Wilson, Chicago; James L. Fischer, Barrington, all of Illinois	5-9-89
4,860,123	Electronic Store	Karl W. McCalley, palatine, Kohn R. Bertram, Deerfield; Walter W. Sloan, Lake Bluff; Rory T. McClure, Arlington Heights, all of Illinois	6-22-89
4,905,094	System for Audio/Video Presentation	Terrence H. Pocock, Delaware; Richard M. McNorgas, London; Gary B. Allen, Burlington; Peter J. M. Coumans, London, all of Canada; Karl W. McCalley, Palatine; John R. Bertram, Deerfield, both of Illinois	2-27-90
4,941,040	Cable Television System Selectively Distributing Pre-recorded Video and Audio Messages	Terrence H. Pocock, Mount Brydges; Peter J. M. Coumans, London; Richard M. McNorgas, London; George M. Hart, London, all of Canada	7-10-90
5,014,125	Television System for the Interactive Distribution of Selectable Video Presentations	Terrence H. Pocock, Mount Brydges; Peter J. M. Coumans, London; Richard M. McNorgas, London; George M. Hart, London, all of Canada	5-7-91
5,113,486	Bus Interconnection Structure with Redundancy Linking Plurality of Groups of Processors, with Servers for Each Group	Karl W. McCalley, 24 Polo Dr, South Barrington, IL 60010, Steven D. Wilson, 1834 N. Fremont St, Chicago, IL 60614; Victor J. Szeplaki, 518 B. Reese St, E Dundee, IL 60118	5-12-92
5,119,188	Digital Audio-Video Presentation Display System	Karl W. McCalley S Barrington, IL, Richard McNorgas, London, Allan E. Lodberg, Byron, both of Canada; Steven D. Wilson, Chicago; James L. Fisher, Barrington, both of IL	6-2-92
5,191,410	Interactive Multimedia Presentation and Communications Systems	Karl W. McCalley, S Barrington, Steven D. Wilson, Chicago; James L. Fischer, Barrington, all of IL	3-2-93
5,195,092	Interactive Multimedia Presentation and Communications Systems	Steven D. Wilson, Chicago; Karl W. McCalley, S Barrington, both of IL	3-16-93
5,208,665	Presentation Player for an Interactive Digital Communication System	Karl W. McCalley, S Barrington, Steven D. Wilson, Chicago; James L. Fischer, Barrington; Kenneth P. Belau, Chicago, all of IL	5-4-93

* Filing fees are in process of being corrected so that patents have large entity status.

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CONTRIBUTION AGREEMENT
Schedule 2.1.B

TRADE MARKS AND SERVICE MARKS TO NEWCO

LOGO	DATE FILED	SERIAL NO.
Cable Mail SM	3/6/97	75/253965
CHANNELLINK TM	11/27/96	75/205107
CABLE SUPERSITES SM	9/18/97	75/359076
CABLESHARE R	Reg. 12/13/83	Reg. No. 1,261,343
DAILYSOURCE	1/20/99	75/623921
I-DEAL SM	12/18/98	75/608113
Interactive Channel TM Canadian Trademark	5/13/97	844936
"i" Interactive Channel and Design	Reg. 2/25/1997	Reg. No. 2040848
LOCALGUIDE SM	12/18/98	75/608112
LOCAL SOURCE SM [SEE NOTE BELOW]	11/10/98	75/591694
MALLTV SM	12/18/98	75/608110
MYTV	Filed 1-20-99 for SM	75/623923
QUICKSOURCE	Filed 1-20-99 for SM	75/623922
REWARDSOURCE	Filed 1-20-99 for SM	75/623919
SCHOOLZONE	Filed 5/19/1997 for SM	75/294482
SOURCELINK	Filed 12/18/1998 for SM	75/608111
SOURCEGUIDE	Filed 12/18/1998 for SM	75/608115
SOURCENET	Filed 12/18/1998 for SM	75/608109
SOURCEWARE	Filed 10-9-97 for TM	75/370180
THE SUPERSITE NETWORK	Filed 9-19-97 for TM	75/359687
VIRTUAL LINK	4/9/98	75/465170
VIRTUAL MODEM TM	2/25/98	75/440392
VIRTUAL MODEM TM	8/21/98	888,088 (Canada)

[NOTE] Local Source: This mark is for the use of Local Source SM for "a directory of regional resources accessed on interactive cable television" including internet addresses. IT Network has a separate Local Source SM mark, registered on October 27, 1998 (No. 2,200,723) for use with a "printed directory of local resources, namely telephone numbers" and internet addresses. Only the LocalSource mark with Serial No. 75/591694 is being transferred.

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WEB ADDRESSES - URLs/Domains
TO NEWCO

DOMAIN NAME	LOCATION
WWW.CABLESHARE.COM	ICTI
WWW.ICHANNELTECH.COM	ICTI
WWW.ICTECHNOLOGIES.COM	ICTI
WWW.VIRTUALMODEM.COM	ICTI
WWW.VIRTUALMODEM.NET	SOURCE MEDIA
WWW.VMODEM.COM	ICTI
WWW.CABLEMAIL.NET	INTERACTIVE CHANNEL
WWW.INTCHAN.COM	INTERACTIVE CHANNEL
WWW.CABLESUPERSITE.COM	INTERACTIVE CHANNEL
WWW.CABLESUPERSITE.NET	INTERACTIVE CHANNEL
WWW.CABLESUPERSITES.COM	INTERACTIVE CHANNEL
WWW.CABLESUPERSITES.NET	INTERACTIVE CHANNEL
WWW.SOURCELINKS.COM	SOURCE MEDIA
WWW.SOURCELINKS.NET	SOURCE MEDIA

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Source transfers to Insight any and all right, title or other interest that Source has, or may have, in and to the following patents and patent applications.

Foreign Counterparts for USP: 4734764 and 4941040

Australia 8656757 a
Australia 9060189 a
Austria 8601137 a
Austria 402357 b
Belgium 904692 a1
Canada 1284211 a1
Canada 1331053
Germany 3614361 a1
Germany 3614361 c2
Germany 3645247 c2
Germany 3645306 c2
Germany 3645243
Denmark 8700613 a0
Denmark 8700614 a0
Denmark 8601932 a0
Spain 554464 a1 and a5
Spain 557328 a1 and a5
Spain 557329 a1 and a5
Spain 557330 a1 and a5
Spain 557804 a1 and a5
Spain 557805 a1 and a5
Spain 8708273
Spain 8802356 a1
Spain 8900032 a1
Spain 8900102 a1
Spain 8900103 a1
Spain 8900119 a1
Finland 8601482 a and a0
Finland 9000281 a0
Finland 9000282 a0
Finland 82578 b
Finland 82578 c
France 2581281 a1 and b1
France 2590096 a1 and b1
Great Britain 8610312 a0
Great Britain 8900913 a0
Great Britain 8900914 a0
Great Britain 8900915 a0
Great Britain 2174874 a1
Great Britain 2216757 a1 and b2
Great Britain 2217556 a1 and b2
Great Britain 2174874 b2

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Great Britain 2210730 a1 and b2
Italy 1188113 a
Italy 8667349 a0
Japan 7274144 a2
Japan 9121331 a2
Japan 9121332 a2
Japan 61258592 a2
Japan 2722062 b2
Japan 2863134 b2
Korea 9200981 b1
Korea 9201007 b1
Luxembourg 86409 a
Netherlands 8601109 a
Norway 8601644 a
Sweden 860139 a
Sweden 8900029 a and a0
Sweden 9002880 a and a0
Sweden 466180 b and c
Sweden 504934 c2
Sweden 505858 c2

Foreign Counterparts for USP 4860123

Australia 8823720 a1
China 1033704 a
Germany 3835779 a1
Denmark 8805849 a and a0
Spain 2009074
Finland 8804874 a and a0
France 2627301
Great Britain 8824767 a0
Great Britain 2211689 a1
Italy 1229936 a
Italy 8822340 a0
Japan 1137894 a2
Netherlands 8802596 a
Norway 8804666 a and a0
Sweden 8803763 a0

Foreign Counterparts for USP 5014125

Canada 2015912 a
Germany 69028944 c0 and c2
European 396062 a2 and a3 and b1
Japan 3021185 a2

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Foreign Counterparts for USPs 4,792,849; 4,829,372; 5,113,496;
5,191,410; 5,195,092; and 5,208,685

Australia 8820061 a1
Australia 8820439 a1
Canada 2002646 aa
Canada 2007259 aa
Canada 1298908 a1
Canada 1327393 a1
China 1031457 a
China 1031458 a
Germany 3820425 a1
Germany 3820426 a1
Denmark 8804286 a0
Denmark 8804591 a0
Spain 2007226 af
Spain 2007875 af
Finland 8803633 a0
Finland 8803859 a0
France 2619273 a1
France 2619661 a1
Great Britain 8809563 a0
Great Britain 8809565 a0
Great Britain 2207838 a1
Great Britain 2208986 a1
Italy 1226436 a
Italy 1226437 a
Italy 8821225 a0
Italy 8821226 a0
Japan 1089687 a2
Japan 1106541 a2
Luxembourg 87305 a
Luxembourg 87306 a
Netherlands 8801213 a
Netherlands 8801259 a
Norway 8803169 a0
Norway 8803687 a0
Philippines 24871 a
Sweden 8801612 a0
Sweden 8801613 a0

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Foreign Counterparts for USP 4903094

Australia 89304001 a1
China 1038911 a
Germany 3914541 a1
Denmark 8903135 a and ao
Spain 2010895
Finland 8901935 a and ao
France 2633796 a1
Great Britain 8909356 ao
Great Britain 222339 a1
Italy 1229855 a
Italy 8920211 ao
Japan 2025972 a2
Luxembourg 87520 a
Netherlands 8900723
Norway 8901204 a and ao
Sweden 8902276

Foreign Counterparts for USP 5119188

Canada 2001263 aa

Foreign Counterparts for US Application No. 08/138,108

WIPO 9511569
Australia 9478515

Foreign Counterparts for US Application No. 09/071,549

None found.

Foreign Counterparts for US Application No. 09/255,052

None found.

Foreign Counterparts for US Application No. 09/287,235

None found.

CONTRIBUTION AGREEMENT

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1. Intellectual Property (licenses or permission to use granted to Third Parties). The following actions relate to the Company's patents indicated:
- a. Interactive Channel, et al. v. Worldgate Communications, Inc., U.S. District Court, Delaware:

Patents: U. S. No. 4,734,764
Patents: U. S. No. 4,941,040
Patents: U. S. No. 5,014,125
Patents: U. S. No. 5,191,410
 - b. Advanced Interactive, Inc. v. Matsushita Electric Industrial Co., Ltd., et al., U.S. District Court, Northern District of Illinois, Eastern Division. Allegation that sale of "Interactive Channel's SourcewareTM and ChannellinkTM" products infringe two claims of Advanced Interactive's patents.
 - c. Potential challenge by Michael Pocock to ICTI ownership of pending patent application.
2. Right of ownership granted to Third Parties:
- a. Patent License Agreement between IT Network, Inc., Cablesare, Inc., Cable Share International, Inc., Cablesare B.V. and Cablesare (U.S. Limited) and GTE Corporation and GTE Main Street Incorporated, effective 3-27-96.
 - b. Project Grant from National Research Council of Canada to Interactive Channel Technologies, Inc., formerly known as Cablesare, Inc. ("ICTI"), dated 11-10-88.
 - c. License Agreement between JCPenney Company and Cablesare International, Inc., Cablesare B.V., Cablesare (US), Ltd., and Cablesare, Inc. dated 1-1-86 ("Penney Agreement")
 - d. Amendment to the Penney Agreement, dated 9-1-87.
 - e. Amendment to the Penney Agreement, dated 5-28-87.
 - f. Agreement between Source Media, Inc. and Winstar New Media Co., Inc. dated 6-6-96.
 - g. Development and Licensing Agreement, dated April 1, 1995 among IT Network, Inc. and Interactive Channel Technologies, Inc., Cablesare International, Inc., Cablesare (U.S.) Limited, and Cablesare B.V., as amended 10-31-96, 3-17-97 and 10-24-97.

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CONTRIBUTION AGREEMENT

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- h. Test Agreement between DIVA Systems Corporation and Interactive Channel, Inc., dated 5-28-99.
 - i. Charter Affiliation Agreement between IT Network, Inc. and Century Communications Corporation dated March 7, 1996.
 - j. Distribution Agreement between IT Network, Inc. and Cablevision Systems Corporation, dated November 16, 1995.
 - k. Amendment to Distribution Agreement between IT Network, Inc. and Cablevision Systems Corporation, dated May 22, 1997.
 - l. Charter Affiliation Agreement between Marcus Cable and IT Network/Interactive Channel for Denton Texas, dated September 14, 1995.
 - m. Affiliation Agreement between Interactive Channel, Inc. and Insight Communications, Inc., dated July 27, 1998.
 - n. Technology License and Channel Management Services Agreement between Interactive Channel, Inc. and Communications Asia Limited, dated September 25, 1998.
 - o. Complete Management Production Workstation ("MPW") provided to Gazette Telegraph in Colorado Springs, Colorado and to BoxTop Interactive for previous platform.
3. Assignability of Intellectual Property owned by third party that the Company uses pursuant to license, sublicense, or agreement:
- a. Master Terms of Service between Sun Microsystems of Canada, Inc., and Interactive Channel Technologies, Inc., dated June 26, 1998 - no assignment without prior written consent of Sun.
 - b. License Agreement between Interactive Channel Technologies, Inc., and Spyglass, Inc., dated June 30, 1998 - no assignment without prior written consent, except, may be assigned to a successor to the whole of licensee's business or to an entity under common control by or with the licensee without the prior written consent of Spyglass.
 - c. Professional Service Agreement between IT Network, Inc. and Spyglass, Inc. dated July 24, 1997, and Amendment #1 dated 6/30/98 - may be assigned to a successor to the whole of licensee's business or to a wholly-owned subsidiary of the licensee without the prior written consent of Spyglass, Inc.

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CONTRIBUTION AGREEMENT

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- d. Letter Agreement between Spyglass, Inc. and Source Media, Inc. executed June 14, 1999 agreeing to assignment of Spyglass Agreements to Newco.
 - e. Trade Secret License Agreement between Interactive Channel Technologies, Inc. and General Instrument Corporation, dated October 19, 1998 - no assignment without prior written consent of General Instrument.
 - f. Letter Agreement regarding "Spin-Off Transactions" between General Instrument Corporation and Source Media./IT Network Inc., dated May 28, 1997
 - g. Letter Agreement between General Instruments Corporation and Source Media, Inc. executed June 10, 1999 agreeing to assignment of General Instrument Agreements to Newco. Transfer of this assignment consent specifically excludes the 4/30/98 LOI between Source Media and General Instrument referenced therein.
 - h. Application Developers Program Joint Marketing and Support Agreement between Interactive Channel, Inc. and Scientific-Atlanta, Inc., dated December 11, 1997 - no assignment without prior written approval of Scientific-Atlanta.
 - i. Letter Agreement between Scientific Atlanta, Inc. and Source Media, Inc. dated June 11, 1999 agreeing to contingent assignment of Scientific Atlanta, Inc. Agreement to Newco.
4. TVML Development Tool - HTML extension for the production and content development that enables a developer to visualize the look and feel of a program within the constraints of a television box. It also assists the developer to synchronize audio with pictures. To be licensed back to the Company for program development.

NOTE: Not listed as Intellectual Property are software programs in which the Company has a license in the ordinary course of business.

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Exhibit B-1**ASSIGNMENT AND LICENSE AGREEMENT**

AGREEMENT made this _____ day of _____, 1999, by and between Source Media, Inc., a corporation organized under the laws of the State of Delaware ("Source"), having a principal office at 5400 LBJ Freeway, Suite 680, Dallas, Texas 75240, and the subsidiaries of Source, including SMI Holdings, Inc., IT Network, Inc., Interactive Channel, Inc., Interactive Channel Technologies Inc., Cablesare(U.S.) Limited, Cable Share International Inc., Cablesare B.V., 997758 Ontario Inc. and 1229501 Ontario Inc. ("Subsidiaries"), and NewCo, L.L.C., a limited liability company organized under the laws of the State of Delaware ("NewCo").

WHEREAS, Source and its Subsidiaries are the owners of the Source-Owned Intellectual Property as defined herein;

WHEREAS, Source and its Subsidiaries are the licensees of the Source-Licensed Intellectual Property as defined herein;

WHEREAS, as of the 29th day of July, 1999, Source and Insight Interactive, LLC ("Insight") made and entered into a Contribution Agreement (the "Contribution Agreement"), and contemporaneously therewith, Source and Insight also entered into a Common Stock and Warrants Purchase Agreement (the "Purchase Agreement"); the transactions contemplated under the Contribution Agreement and the Purchase Agreement were closed of even date herewith and the Contribution Agreement required Source to, among other things, deliver this Assignment and License Agreement in favor of NewCo;

WHEREAS, Source wishes to grant, and NewCo wishes to accept, an assignment of all Source-Owned Intellectual Property and Source-Licensed Intellectual Property to the extent possible;

WHEREAS, Source wishes to grant, and NewCo wishes to accept, an exclusive license to all Source-Licensed Intellectual Property that is not assigned to NewCo;

WHEREAS, Source wishes to obtain a non-exclusive grant-back license to the Source-Owned Intellectual Property and Source-Licensed Intellectual Property in the Retained Business; and

NOW, THEREFORE, in consideration of the premises and faithful performance of the mutual covenants herein contained, IT IS AGREED:

1. **Definitions.**

(a) **Source-Owned Intellectual Property.**

For purposes of this Agreement, Source-Owned Intellectual Property is defined herein as any intellectual property of every kind everywhere in the world that has application in the Transferred Businesses (as defined in the Contribution Agreement) including, without limitation, patents, patent applications and patents to be issued on such patent applications (including all divisions,

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continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof and any patents issuing thereon), inventions, software (including all predecessor, derivative and other versions), copyrights, trade secrets, ideas, know-how, confidential or business information or methods, processes, designs, concepts, techniques, discoveries, improvements or other intellectual rights, regardless of patentability or copyrightability, now developed, owned or invented by Source or its Subsidiaries; the Source-Owned Intellectual Property shall include, but is not limited to, all of the items of property described on Schedule A hereof, including all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof and any patents issuing thereon and including but not limited to the intellectual property specifically identified in Schedule A hereof; the Source-Owned Intellectual Property shall specifically exclude any television programming content that is developed in the future by Source or any of its Subsidiaries.

(b) Source-Licensed Intellectual Property.

For purposes of this Agreement, Source-Licensed Intellectual Property is defined herein as any intellectual property of every kind everywhere in the world that has application in the Transferred Businesses including, without limitation, patents, patent applications and patents to be issued on such patent applications (including all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof and any patents issuing thereon), inventions, software (including all predecessor, derivative and other versions), copyrights, trade secrets, ideas, know-how, confidential or business information or methods, processes, designs, concepts, techniques, discoveries, improvements or other intellectual rights, regardless of patentability or copyrightability, to which Source or its Subsidiaries now have a right to license, to the full extent of such right to grant a license; the Source-Licensed Intellectual Property shall include, but not be limited to, all of the items of intellectual property specifically identified in Schedule B hereof; the Source-Licensed Intellectual Property shall specifically exclude any television programming content that is developed in the future by Source or any of its Subsidiaries.

(c) Retained Business.

For purposes of this Agreement, the Retained Business is defined as described in Source's Annual Report on Form 10-K for the fiscal year ended December 31, 1998 as filed with the Securities and Exchange Commission, as such businesses have been conducted in the past and as such businesses may evolve in the future, including, without limitation, the business of creating, developing and distributing television programming that may be used in the Transferred Business.

2. Assignment.

(a) Source and each of its Subsidiaries hereby assigns and agrees to assign to NewCo all right, title and interest in and to any and all Source-Owned Intellectual Property, including the right to sue for and to collect damages or any other compensation for past infringement thereof.

(b) Source and each of its Subsidiaries hereby assigns and agrees to assign to NewCo all rights and interest to Source-Licensed Intellectual Property, including the right, if any, to sue for past infringement for the licensed subject matter, to the extent that such Source-Licensed Intellectual Property may be assigned by Source under terms which permit a grant-back of a license to Source as provided in subsection 3(c).

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3. License.

(a) To the extent that Source and/or its Subsidiaries are unable to assign any item of Source-Licensed Intellectual Property to NewCo, Source and each of its Subsidiaries hereby grants to NewCo and NewCo hereby accepts from Source and each of its Subsidiaries, upon the terms and conditions hereinafter specified, an exclusive, perpetual, royalty free, irrevocable world wide license to such Source-Licensed Intellectual Property, to make, have made, use, sell, offer to sell and lease by NewCo, with the right to sublicense, to the full extent that such Source-Licensed Intellectual Property permits the grant of licenses.

(b) NewCo hereby grants back to Source under the Source-Owned Intellectual Property, and Source hereby accepts from NewCo, upon the terms and conditions hereinafter specified, a non-exclusive, perpetual, royalty free, irrevocable world wide license to the Source-Owned Intellectual Property in existence on the date of this Agreement, without the right to sublicense, to make, have made, use, sell, offer to sell and lease by Source only in the Retained Businesses.

(c) NewCo hereby grants back to Source under the Source-Licensed Intellectual Property, and the Source hereby accepts from NewCo, upon the terms and conditions hereinafter specified, a non-exclusive, perpetual, royalty free, irrevocable world wide license to the Source-Licensed Intellectual Property in existence on the date of this Agreement, without the right to sublicense, to make, have made, use, sell, offer to sell and lease by Source only in the Retained Businesses.

(d) Source shall have the right to grant sublicenses, with no further right to sublicense, under the Source-Owned Intellectual Property and the Source-Licensed Intellectual Property to the extent necessary to allow Source's customer to use Source's products and services.

4. Consideration.

This Agreement is entered into in consideration of, as part of and in accordance with the Contribution Agreement, which created numerous rights, obligations, agreements and covenants by each of the parties thereto, which are separate and distinct from the terms and conditions of this Agreement. Each of the parties acknowledge and agree that their respective undertakings under this Agreement are supported by good, valuable and sufficient consideration.

5. Transfer.

(a) The licenses granted under this Agreement are personal to the parties and cannot be transferred or assigned by either party, including as a result of merger, without the written consent of the other party, which consent shall not be unreasonably withheld.

(b) Source or Subsidiaries shall not sell, pledge or otherwise transfer any interest in the Source-Owned Intellectual Property or the Source-Licensed Intellectual Property without making such sale, pledge or other transfer subject to the rights and licenses granted to NewCo under this Agreement.

6. Term.

This Agreement shall continue in effect in perpetuity.

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7. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, excluding the conflict of laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. The parties hereto acknowledge and agree that the state and federal courts sitting in the State of Delaware shall have jurisdiction in any matter arising out of this Agreement, and the parties hereby consent to such jurisdiction and agree that the venue of any such matter shall also be proper in such state and federal courts sitting in the State of Delaware.

8. Implied Rights.

The rights and licenses granted in this Agreement are limited to those expressly recited. No rights, licenses or other grants are made by implication, operation of law or otherwise.

9. Cooperation.

Source and its Subsidiaries shall cooperate with NewCo in recording with the appropriate public agencies the assignment and licensing of the Source-Owned Intellectual Property and the Source-Licensed Intellectual Property under this Agreement and will promptly notify NewCo of the issuance to Source of patent rights licensed under this Agreement.

10. Identification and Disclosure.

(a) Source and its Subsidiaries agree to cooperate with NewCo to the fullest extent reasonably practical to ensure that all Source-Owned Intellectual Property and all Source-Licensed Intellectual Property is identified to NewCo. Source and its Subsidiaries agree to cooperate with NewCo to the fullest extent reasonably practical in connection with the preparation, filing and prosecution of patent applications and copyright registrations (U.S. and foreign) on intellectual property assigned to NewCo pursuant to the Agreement.

(b) Source and its Subsidiaries will provide to NewCo, upon request by NewCo, copies of all computer programs, manuals, written descriptions, patent application files and all other documentation and materials reasonably necessary to enable NewCo to take possession of and ownership of the intellectual property assigned under this Agreement.

11. Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and undertakings between the parties to this Agreement relating to the subject matter hereof.

12. Severability.

If any term, clause, or provision of this Agreement shall be judged to be invalid or unenforceable for any reason, the validity and enforceability of any other term, clause or provision shall not be affected; and such invalid or unenforceable term, clause, or provision shall be deemed deleted from this Agreement.

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13. Waivers and Amendments.

All amendments and modifications hereof shall be in writing and signed by each of the parties to this Agreement and specifically referring to this Agreement by name.

14. Notices.

Any notice or request required or permitted to be given by this Agreement shall be deemed sufficiently given if given in writing and (1) mailed post paid by first-class registered mail return receipt requested properly addressed to the party concerned at the address stated in this Agreement, and the time shall be counted from the date of mailing, (2) delivered by hand, (3) sent by facsimile (with receipt confirmed), provided that a copy is promptly thereafter delivered by Express Mail, FedEx, or other express delivery service or (4) by such other means as the parties to this Agreement may agree upon from time to time.

Intending to be bound thereby, the parties have caused their duly authorized representatives to execute this Agreement as of the date set forth above.

Source Media, Inc.

Address: _____

By: _____

Name: _____

Title: _____

NewCo, L.L.C.

Address: _____

By: _____

Name: _____

Title: _____

SMI Holdings, Inc.

Address: _____

By: _____

Name: _____

Title: _____

IT Network, Inc.

Address: _____

By: _____

Name: _____

Title: _____

Interactive Channel, Inc.

Address: _____

By: _____

Name: _____

Title: _____

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Interactive Channel Technologies Inc.

Address for Notice:

By: _____

Name: _____

Title: _____

Cableshare (U.S.) Limited

Address:

By: _____

Name: _____

Title: _____

Cable Share International Inc.

Address:

By: _____

Name: _____

Title: _____

Cableshare B.V.

Address:

By: _____

Name: _____

Title: _____

997758 Ontario Inc.

Address:

By: _____

Name: _____

Title: _____

1229501 Ontario Inc.

Address:

By: _____

Name: _____

Title: _____

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Exhibit B-2ASSIGNMENT AGREEMENT

AGREEMENT made this _____ day of _____, 1999, by and between Source Media, Inc., a corporation organized under the laws of the State of Delaware ("Source"), having a principal office at 5400 LBJ Freeway, Suite 680, Dallas, Texas 75240, and the subsidiaries of Source, including SMI Holdings, Inc., IT Network, Inc., Interactive Channel, Inc., Interactive Channel Technologies Inc., Cableshare (U.S.) Limited, Cable Share International Inc., Cableshare B.V., 997758 Ontario Inc. and 1229501 Ontario Inc. ("Subsidiaries"), and NewCo, L.L.C., a limited liability company organized under the laws of the State of Delaware ("NewCo").

WHEREAS, Source and its Subsidiaries are the owners of all right, title and interest in and to the trademarks, trade names and service marks identified in Schedule A, attached hereto (collectively "the Marks");

WHEREAS, as of the 29th day of July, 1999, Source and Insight Interactive, LLC ("Insight") made and entered into a Contribution Agreement (the "Contribution Agreement"), and contemporaneously therewith, Source and Insight also entered into a Common Stock and Warrants Purchase Agreement (the "Purchase Agreement"); the transactions contemplated under the Contribution Agreement and the Purchase Agreement were closed of even date herewith and the Contribution Agreement required Source, among other things, to deliver this Assignment Agreement in favor of NewCo;

WHEREAS, NewCo wishes to obtain an assignment of the Marks; and

NOW, THEREFORE, in consideration of the premises and faithful performance of the mutual covenants herein contained, IT IS AGREED:

1. Assignment.

(a) Source and its Subsidiaries hereby sell, assign and convey to NewCo all right, title and interest in and to the Marks, including the right to sue for past infringement, misappropriation or misuse thereof, and all embodiments of and documentation for said Marks.

(b) Source and its Subsidiaries hereby sell, assign and convey to NewCo all goodwill symbolized by and associated with the Marks.

2. Consideration.

This Agreement is entered into in consideration of, as part of and in accordance with the Contribution Agreement by and among Insight, Source and NewCo, dated as of July 29, 1999. Each of the parties acknowledge and agree that their respective undertakings under this Agreement are supported by good, valuable and sufficient consideration.

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3. Cooperation.

Source and its Subsidiaries agree that they will, at any time, execute and deliver upon request of NewCo such additional documents, if any, as are necessary or desirable to secure trademark, trade name and service mark protection throughout the world, and otherwise to do what is necessary to give full effect to and perfect the rights of NewCo under this Agreement, including the execution, delivery and procurement of further documents evidencing this Agreement as may be necessary or desirable.

4. Governing Law: Jurisdiction and Venue.

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, excluding the conflict of laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. The parties hereto acknowledge and agree that the state and federal courts sitting in the State of Delaware shall have jurisdiction in any matter arising out of this Agreement, and the parties hereby consent to such jurisdiction and agree that the venue of any such matter shall also be proper in such state and federal courts sitting in the State of Delaware.

5. Entire Agreement.

This Agreement contains the entire agreement between Source and its Subsidiaries and NewCo with respect to the subject matter hereof.

Source Media, Inc.

Address:

By: _____

Name: _____

Title: _____

NewCo, L.L.C.

Address:

By: _____

Name: _____

Title: _____

SMI Holdings, Inc.

Address:

By: _____

Name: _____

Title: _____

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IT Network, Inc.

Address:

By: _____

Name: _____

Title: _____

Interactive Channel, Inc.

Address:

By: _____

Name: _____

Title: _____

Interactive Channel Technologies Inc.

Address:

By: _____

Name: _____

Title: _____

Cableshare (U.S.) Limited

Address:

By: _____

Name: _____

Title: _____

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Cable Share International Inc.

Address:

By: _____

Name: _____

Title: _____

Cablesare B.V.

Address:

By: _____

Name: _____

Title: _____

997758 Ontario Inc.

Address:

By: _____

Name: _____

Title: _____

1229501 Ontario Inc.

Address:

By: _____

Name: _____

Title: _____

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STATE OF _____)
COUNTY OF _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____, _____ of Source Media, Inc. He/She is personally known to me.

(SEAL)

Notary Public
State of _____

STATE OF _____)
COUNTY OF _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____, _____ of SMI Holdings, Inc., He/She is personally known to me.

(SEAL)

Notary Public
State of _____

STATE OF _____)
COUNTY OF _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____, _____ of IT Network, Inc., He/She is personally known to me.

(SEAL)

Notary Public
State of _____

STATE OF _____)

COUNTY OF _____)SS

4)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____ of Interactive Channel, Inc., He/She is personally known to me.

(SEAL)

Notary Public

State of _____

STATE OF _____)

COUNTY OF _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____ of Cablesare (U.S.) Limited, He/She is personally known to me.

(SEAL)

Notary Public

State of _____

STATE OF _____)

COUNTY OF _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____ of Cable Share International Inc. He/She is personally known to me.

(SEAL)

Notary Public

State of _____

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STATE OF _____)
COUNTY OF _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____, _____ of Cablesare B.V. He/She is personally known to me.

(SEAL)

Notary Public
State of _____

STATE OF _____)
COUNTY OF _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____, _____ of 997758 Ontario Inc., He/She is personally known to me.

(SEAL)

Notary Public
State of _____

STATE OF _____)
COUNTY OF _____)SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1999 by _____, _____ of 1229501 Ontario Inc., He/She is personally known to me.

(SEAL)

Notary Public
State of _____

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SCHEDULE A
TRADEMARKS, TRADE NAMES AND SERVICE MARKS