

12-11-1998



Form PTO-1584
1-31-92

mail 12/9/98

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Jumbo, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 4, 1998

2. Name and address of receiving party(ies):

Name: internet.com LLC

Internal Address: _____

Street Address: 20 Ketchum Street

City: Westport State: CT ZIP: 06880

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/358,524

75/358,209

B. Trademark registration No.(s)

2,011,728

2,205,486

Additional numbers attached? Yes No

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

Name: William M. Ried

Internal Address: Willkie Farr & Gallagher

Street Address: 787 Seventh Ave.

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

23-2405

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

3. 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.

William M. Ried
Name of Person Signing

William M. Ried
Signature

12/7/98
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

12/11/1998 SSMITH 00000020

01 FC:481
02 FC:482

40.00 CH
75.00 CH

Mail documents to be recorded with required cover sheet information to:

232405 75358524

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1824 FRAME: 0944

TRADEMARK AND SERVICE MARK ASSIGNMENT

This Assignment is made between JUMBO, INC., a Delaware corporation with offices at 43 West 33d Street, New York, NY 10001 ("Assignor"), and internet.com LLC, a limited liability company of the State of Delaware with offices at 20 Ketchum Street, Westport, Connecticut 06880 ("Assignee").

WHEREAS, by an Asset Purchase Agreement, dated November 4, 1998 ("Purchase Agreement"), Assignor agreed to assign to Assignee's predecessor in interest, iWorld corporation, a Delaware corporation, and Assignee's predecessor in interest agreed to accept the assignment of all common law rights in the trademarks and service marks listed on the attached Schedule, all applications and registrations pertaining thereto, and all goodwill associated therewith, including the listed applications to and registrations on the Principal Register of the United States Patent and Trademark Office (collectively the "Marks"), together with all of the assets of the business conducted under the Marks; and

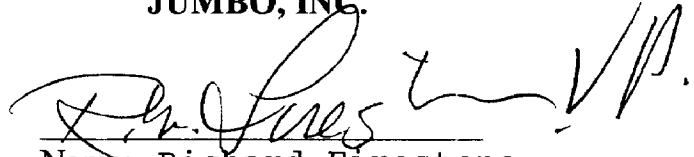
WHEREAS, Assignor has now acquired all the assets of iWorld Corporation, including its rights under the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all right, title and interest in and to: (i) the Marks, including all applications or registrations therefor and all goodwill pertaining thereto; (ii) the portion of the business of Assignor to which the listed intent-to-use applications apply; (iii) all income, royalties, damages and payments now due or which hereafter become due or payable in respect to thereto; (iv) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of thereof; and (v) all rights corresponding to the foregoing throughout the world.

Assignor hereby agrees to execute all papers and to perform all other proper acts requested by Assignee or its successors or assigns to secure to Assignee or its successors or assigns the rights hereby transferred.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of
November __, 1998.

JUMBO, INC.



Name: Richard Firestone

Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this ____ day of November, 1998, personally appeared before me
_____, known to me to be _____ of Jumbo, Inc., who acknowledged
that he/she signed this instrument as a free act on behalf of Jumbo, Inc.

Notary Public
My commission expires: _____

AGREED AND ACKNOWLEDGED:

internet.com LLC

By: _____
Name:
Title:

Schedule of Marks Assigned
By Jumbo, Inc. to internet.com LLC

<u>Mark</u>	<u>Registration (Application) No.</u>	<u>Int'l Class</u>
DEMO CITY	(75/358,524)	42
JUMBO!	(75/358,209)	16
JUMBO!	2,011,728	35, 42
THE JUMBO DOWNLOAD NETWORK	2,205,486	35

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