

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Home Director, Inc.	Netword, Inc.	01/22/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rabbit Media, Inc.		
<b>Street Address:</b>	285 Tanglewood Crossing		
<b>City:</b>	Lawrence		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11559		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75036328	NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)662-4643		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	kdubray@fulbright.com		
<b>Correspondent Name:</b>	Mark Ungerman		
<b>Address Line 1:</b>	801 Pennsylvania Avenue, N.W.		
<b>Address Line 2:</b>	Fulbright & Jaworski L.L.P.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004-2623		
<b>ATTORNEY DOCKET NUMBER:</b>	WO-421.006/09700640		
<b>NAME OF SUBMITTER:</b>	Katherine M. DuBray		
<b>Total Attachments: 3</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

**TRADEMARK ASSIGNMENT AGREEMENT**, entered into as of January 22, 2003 from Home Director, Inc., a Delaware corporation formerly known as Netword, Inc. ("Assignor"), to Rabbit Media, Inc., a Delaware corporation ("Assignee").

**R E C I T A L S**

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks and trade names associated with the name "Netword" including without limitation those identified in Schedule A hereto, (collectively, the "Netword Marks"), including the goodwill and all common law rights therein;

WHEREAS, Assignor is the sole owner of the entire right, title and interest in, to and under the Netword Marks;

WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to convey to Assignee, Assignor's entire right, title and interest in, to and under the Netword Marks, all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, Assignor's entire right, title and interest in, to and under the Netword Marks, including common law rights therein, together with the goodwill symbolized by and associated with the Netword Marks, and all registrations and applications relating to the Netword Marks, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all rights, licenses and other agreements heretofore made by Assignor in respect of or relating to any of the Netword Marks, including without limitation the Trademark Agreement (as defined below) (the "Related Agreements") and all income, royalties, fees and payments now or hereafter due or payable in respect of the Netword Marks, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Netword Marks, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties of Assignee's ownership of all right, title and interest in, to and under the Netword Marks and the goodwill associated therewith.

Assignor hereby represents and warrants that it is the sole owner of the Netword Marks free and clear of all liens and encumbrances except for the amounts payable under that certain

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Trademark and Trade Name Purchase and Sale Agreement (the "Trademark Agreement") dated as of April 30, 1996 and supplemented on August 28, 1996, between Network, Inc., a Nevada corporation, and the Birdshell Corporation, L.L.C. (the Assignor's predecessor in interest).

Assignor hereby accepts the assignment and transfer of the Network Marks and agrees to assume, pay, perform and discharge when due, all of the obligations and liabilities arising under or related to the Network Marks or the Related Agreements, whether such obligations or liabilities are known or unknown, fixed or contingent, and whether arising before or after the date hereof. In addition, for a period of two years from the date hereof, Assignee agrees to pay Assignor 10% of any and all royalties, license fees and other payments that Assignee receives in connection with the Network Marks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be duly executed as of the first date above written to be effective as of such date.

HOME DIRECTOR, INC.

By: [Signature]  
Name: Donald B. Witmer  
Title: Chairman and Chief Executive Officer

Accepted and Agreed to this 22<sup>nd</sup> day of January, 2003

RABBIT MEDIA, INC.

By: Michael Litwin  
Name:

**SCHEDULE A**

**Registered Trademarks**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>International Class</u></b>	<b><u>Status</u></b>	<b><u>Serial Number</u></b>	<b><u>Filing Date</u></b>
Network	United States	038	Registered	75036328	December 18, 1995

**Common Law Trademarks and Trade Names**

Network, Inc.  
Network