

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ben Stephenson Jr.		08/30/2001	INDIVIDUAL:

RECEIVING PARTY DATA	
Name:	InPhonic, Inc.
Street Address:	1010 Wisconsin Avenue, N.W., Suite 250
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20007
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	75706621	POINT.COM
Serial Number:	75706620	POINT.COM
Serial Number:	75706619	POINT.COM

CORRESPONDENCE DATA	
Fax Number:	(202)457-6513
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	pjorgensen@pattonboggs.com
Correspondent Name:	Paul C. Jorgensen
Address Line 1:	2550 M Street NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	020748.0101
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NAME OF SUBMITTER:	Paul C. Jorgensen
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Total Attachments: 9
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ASSIGNMENT, TRANSFER AND COMMISSION AGREEMENT

THIS ASSIGNMENT, TRANSFER AND COMMISSION AGREEMENT ("Agreement") dated as of August 30, 2001 by and between InPhonic, Inc., a Delaware corporation (the "Transferee"), and Ben Stephenson, Jr. (the "Seller").

RECITALS

A. Seller has full right, title and ownership of (i) the domain name "Point.com" (the "Domain Name") which domain name is registered with Network Solutions, Inc. ("NSI"), (ii) several related trademarks, including intent to use trademarks (which trademarks, intent to use or otherwise and the related application status, are listed on Exhibit A to Exhibit 1 hereto (collectively, "Trademarks")), together with (a) the application for registration, (b) the goodwill associated with and symbolized by the Trademarks and only that goodwill which is understood by the parties hereto not to include the general goodwill of the Seller or Point.com, Inc., a Washington corporation, and (c) the portion of the business which is ongoing and existing and which is related to such Trademarks, and (iii) any logo included in the Trademarks.

B. Transferee desires to obtain an assignment of the Domain Name and Trademarks (collectively, "Transferred Assets") and Seller desires to sell and assign to Transferee the Transferred Assets.

C. As consideration for the transfer described herein and for assisting Transferee to sell more products through the ownership and use of the Transferred Assets, Transferee desires to pay Seller the compensation and commission described herein.

NOW, THEREFORE, for good and valuable consideration including the following, the parties hereto covenant and agree as follows:

1. Recitals. The recitals listed above are considered material terms and conditions of this Agreement.

2. Transfer of Domain Name(s).

(a) On or about August 16, 2001 (the "Effective Date"), Seller shall release, assign and transfer all its right, title, interest and ownership to the Domain Name to Transferee or its designee.

(b) Transferee shall pay any fees charged by NSI for transferring the registration, or completing the re-registration of the Domain Name from Point.com, Inc. to Transferee or its designee.

3. Transfer of Trademarks. Immediately upon the execution of this Agreement by the parties, Seller shall execute a Bill of Sale transferring all its rights, title and interest in the Trademarks. Such Bill of Sale is attached hereto as Exhibit 1. Seller shall cooperate with Transferee in completing the transfer of the Trademarks from the Seller to Transferee or its designee.

4. Compensation: Commission.

(a) Simultaneously with the execution of this Agreement, Transferee shall pay to Seller \$30,000 in fully available funds by wire transfer (or other form of payment acceptable to Seller), \$15,000 of which

is consideration for the transfer of the Transferred Assets and is non-refundable and \$15,000 of which is a non-refundable advance on commission as described in Section 4(b) herein.

(b) Until the earlier of (i) 365 days after the date hereof or (ii) the date Seller has earned \$225,000.00 in commissions not reduced by Deducted Commission (as defined below) and other payments pursuant to this Agreement, Transferee shall pay to Seller a commission of (x) \$17.50 for each activation of any wireless phone that occurred on or after August 16, 2001 and prior to August 31, 2002 as a result of any transaction originated on or from the Point.com domain; and (y) \$5.00 for each activation of any wireless phone that occurred on or after August 16, 2001 and prior to August 31, 2002 as a result of any transaction originated on or from any domain owned and/or managed by Transferee other than the Point.com domain, which was transferred through or redirected to the Point.com domain. Subject to Section 4(c), Seller will be entitled to receive any commission due hereunder from the Transferee when an activation becomes a Final Sale. For purposes of this Agreement, the term "Final Sale" shall include the fulfillment by Transferee or its supplier of a purchase order for a wireless phone, which shall take place not later than 5 business days after the Transferee accepts a customer wireless phone order; and the term "activation" shall mean the ordering of a wireless phone.

(c) Once Seller has earned more than \$15,000 in commissions pursuant to this Section 4(b) of the Agreement (which \$15,000 has been paid to Seller as described under Section 4(a) herein), Transferee shall begin to make additional cash payments to Seller for commissions earned in excess of such \$15,000. Subject to Section 4(d), such additional cash payments shall be made (i) quarterly beginning on the calendar quarter ended September 30, 2001 for the commission earning period beginning on August 16, 2001 and ending June 30, 2002; and (ii) on the later of January 30, 2003 or the date that is 180 days after the last Final Sale made in connection with an activation described in clause (x) or (y) of Section 4(b) hereof for the commission earning period beginning on July 1, 2002 and ending on August 30, 2002.

(d) **True-up.** Subject to Section 4(a), if within 180 days of a Final Sale a purchaser of a wireless phone pursuant to an activation described in Section 4(b)(x) or (y) of this Agreement, cancels or terminates its contract regarding such activation (a "Terminated Final Sale"), then Transferee may deduct from the next quarterly payment due Seller regarding unpaid commissions earned by Seller, or, in the event no quarterly payment is due Seller, Transferee may invoice Seller, the amount of any commission paid by Transferee to Seller in connection with such activations, which resulted in Terminated Final Sales ("Deducted Commission"), but only to the extent Seller has earned and been paid in excess of \$15,000 of commission (of which the initial \$15,000 commission paid pursuant to Section 4(a) of this Agreement shall be deemed excluded.) Transferee may only reduce the amount owed Seller for each Deducted Commission once.

5. Warranties and Representations.

(a) Seller warrants and represents to its knowledge that it is the sole owner of the Transferred Assets and to its knowledge transfers good and marketable title to the Transferred Assets to Transferee free and clear of any liens, encumbrances, security interest, licenses, assignments or other interest of third parties. Seller represents and warrants that (i) to the knowledge of Seller, the Transferred Assets as heretofore used in connection with Point.com, Inc.'s business, do not infringe the rights of any other person or entity; (ii) to the Seller's knowledge, no claim of any such infringement or violation has been threatened or asserted, and no such claim is pending against Seller, its affiliates, or its end-user customers; and (iii) Seller has not entered into any agreement, license, release, or order that restricts the right of Seller or Transferee to exploit the Trademarks in any way. To the best of Seller's knowledge, Seller represents and warrants that the execution, delivery, and performance of this Agreement by Seller do not

and will not violate any security agreement, indenture, order, or other instrument to which Seller is a party or by which it or any of its assets is bound.

(b) Other than the aforementioned representations and warranties, both parties agree that the Transferred Assets are delivered to Transferee "as is" without any warranties of any kind, not even (i) the implied warranty of merchantability or fitness for a particular purpose, or (ii) any warranty regarding the volume of hits, traffic or persons or entities accessing the Point.com domain in the past, currently or in the future.

6. Covenants: Audit. Transferee agrees and covenants to grant and provide Seller with daily and continuing online and electronic access to all sites, systems or reports tracking, describing, determining, calculating or recording the activation or sale of any wireless phone that occurred as a result of any transaction originated on or from (a) the Point.com domain or (b) any domain owned and/or managed by Transferee other than the Point.com domain, which was transferred through or redirected to the Point.com domain. Upon reasonable advanced notice, Seller shall have the right to audit, once each calendar quarter, the wireless phone activation and sales books and records of Transferee any time during the term of this Agreement or at any time for a period of two years after the termination of this Agreement. Such audit may cover any transaction period from the date of this Agreement until August 16, 2004. In the event that Seller audits Transferee's records and Seller's audit discovers a variance of more than 3% of wireless phone activations from that reported to Seller, Transferee shall have the right to dispute the results of Seller's audit and, in such event, the parties shall appoint a mutually acceptable certified public accountant to audit Transferee's records for the same period ("Follow-up Audit"). The results of the Follow-up Audit shall be binding and conclusive upon the parties hereto. Seller shall be responsible for the costs of Seller's audit and Transferee shall be responsible for the costs of the Follow-up Audit; provided, however, if the Follow-up Audit discloses a variance of more than three percent (3%) from the amount reported to Seller and Transferee's books and records, then Transferee shall pay to Seller the commissions owed on the unreported activations plus a fee of 10% of all unreported activations and shall reimburse Seller for the reasonable costs of the Seller's audit.

7. Indemnity: Limitations on Damages.

(a) Indemnity by Seller. Seller hereby indemnifies Transferee against and from any claims or demands by third parties whether based on (a) any breach of any representation and warranty hereunder or (b) federal or state law, statutes or common law or other law, connected with, or arising out of, or relating to the holding or use of the Transferred Assets prior to the transfer of the Transferred Assets to Transferee.

(b) Indemnity by Transferee. Transferee hereby indemnifies Seller against and from any claims or demands by third parties whether based on federal or state law, statutes or common law or other law, connected with, or arising out of, or relating to the holding or use of the Transferred Assets from and after the transfer of the Transferred Assets to Transferee.

(c) Limitation on Incidental and Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR FOR THE LOSS OF PROFITS OR REVENUE, OR FOR LOSS OF USE, OR FOR LOSS OF PRODUCTION, WHETHER RESULTING IN ANY MANNER FROM THE TRANSFERRED ASSETS FURNISHED UNDER THIS AGREEMENT OR FROM A PARTY'S BREACH OF ANY WARRANTY OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT. THE DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES CONTAINED IN THIS PARAGRAPH SHALL APPLY TO ALL CAUSES OF ACTION WHATSOEVER ASSERTED PERTAINING TO THE PERFORMANCE OR NONPERFORMANCE OF THE TRANSFERRED

TRADEMARK

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ASSETS, OR OF EITHER PARTY'S OBLIGATIONS UNDER THIS AGREEMENT. IN THE EVENT OF A BREACH OF THIS AGREEMENT, THE MAXIMUM AMOUNT OF DAMAGES TO WHICH THE AGGRIEVED PARTY SHALL BE ENTITLED TO RECOVER IS LIMITED TO THE PURCHASE PRICE ACTUALLY PAID FOR THE TRANSFERRED ASSETS HEREUNDER.

(d) Limitations of Actions. Any action for breach of this Agreement or otherwise related to or arising out of the Transferred Assets, other than for nonpayment of amounts that become due hereunder, must be commenced within one (1) year after the cause of action has accrued.

8. Breach of Agreement. In the event that any action is brought by any party hereto against the other out of an alleged breach or threatened breach of this Agreement or for its interpretation, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs incurred therein.

9. Miscellaneous Provisions.

(a) Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the parties hereto.

(b) This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. The venue where an action to enforce or interpret this Agreement is first brought by the plaintiff ("Initial Action") shall be valid and proper and defendants or joined parties filing counterclaims or filing separate lawsuits while the Initial Action is ongoing will not make any other venue of jurisdiction proper in any other venue or jurisdiction.

(d) Each of the parties to this Agreement represents and warrants that as of the date of this Agreement, it has the sole right and authority to execute this Agreement on its behalf, and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand relating to any right surrendered by virtue of this Agreement. Each of the parties to this Agreement represents and warrants that it has not entered into any agreements which conflict with this Agreement and has taken the necessary steps to give effect to this Agreement.

(e) This Agreement may be executed by facsimile signature and in counterparts, which taken together shall constitute one and the same instrument.

(f) The headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereto.

10. Entire Agreement. This Agreement constitutes the entire and final agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, representations, promises and undertakings of any kind, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

SELLER:


Ben E. Stephenson, Jr.

TRANSFeree:

INPHONICS, INC.

By


Name: David Steinhilber

Title: President & CEO

EXHIBIT 1

BILL OF SALE

Ben Stephenson, Jr. (the "Seller"), for good and valuable consideration, the receipt of which is hereby acknowledged, does TRANSFER, CONVEY, ASSIGN, BARGAIN, SELL, and DELIVER unto InPhonic, Inc. all rights, title and interest in (a) several related trademarks, including intent to use trademarks (which trademarks are listed on Exhibit A hereto and collectively referred to herein as, "Trademarks"), together with (i) the goodwill associated with and symbolized by the Trademarks and only that goodwill, which is understood by the parties hereto not to include the general goodwill of the Seller or Point.com, Inc., a Washington corporation, (ii) the portion of the business which is ongoing and existing and which is related to the Trademarks, and (iii) the related applications for registration, (b) any logo included in the Trademarks, and (c) the domain name Point.com.


IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of August 30, 2001.


Ben Stephenson, Jr.

STATE OF MISSOURI
COUNTY OF JACKSON

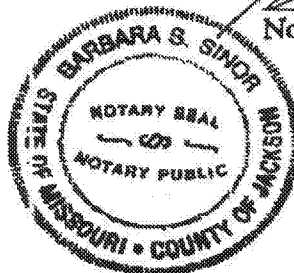
Before me, Barbara S. Sinor, a Notary Public in and for the State and County aforesaid, personally appeared Ben Stephenson, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the within named bargainer, and that he as such executed the foregoing instrument for the purposes therein contained, by signing his name.

WITNESS my hand and seal at office, on this the 30 day of August, 2001.


Notary Public

My Commission Expires:

10-3-2004



MY COMMISSION EXPIRES:
OCTOBER 3, 2004

TRADEMARK

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Ben Stephenson, Jr.

STATE OF MISSOURI
COUNTY OF JACKSON

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared Ben Stephenson, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the within named bargainer, and that he as such executed the foregoing instrument for the purposes therein contained, by signing his name.

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Notary Public

My Commission Expires:

Exhibit A

Trademark and Applications for Registration

<u>Trademark</u>	<u>Serial Number</u>	<u>Status</u>
Point.com (and Design)	75-706621	Int'l 42 Published
Point.com (and Design)	75-706620	Int'l 35 Published
Point.com (and Design)	75-706619	Int'l 38 Published
Point.com	75-625837	Int'l 42 Pending
Point.com	75-625836	Int'l 35 Pending
Pointcom	75-521753	Int'l 42 Abandon
Powered By Point.com	76-118787	Pending
Powered By Point.com	76-118786	Pending
Powered By Point	76-118785	Pending
Powered By Point	76-118784	Pending

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SELLER:

Ben E. Stephenson, Jr.

TRANSFeree:

INPHONIC, INC.

By _____

Name: _____

Title: _____

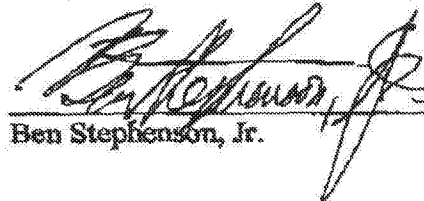
TRADEMARK

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STATE OF MISSOURI
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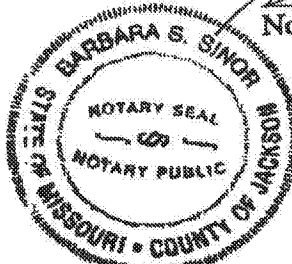
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