

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. 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): Marc A. Lebowitz [X] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: Vertical Media, Inc. Internal Address: Street Address: 440 9th Avenue City: New York State: NY Zip: 10001 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 2/18/04

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78258399 Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s) N/A

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kimberly B. Herman Internal Address: Street Address: Sullivan & Worcester LLP One Post Office Square City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00 [] Enclosed [X] Authorized to be charged to deposit account

8. Deposit account number: 500751

DO NOT USE THIS SPACE

9. Signature. Kimberly B. Herman, Esq. [Signature] 3/4/04 Date Name of Person Signing [6] Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$40.00 500751 78258399

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment Agreement"), dated as of February 18, 2004 (the "Effective Date"), is by and between Marc Lebowitz, an individual residing in the state of New York (the "Assignor"), and Vertical Media, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used or acquired a certain trademark, identified on *Schedule A* hereto, and has applied for registration of such trademark (said trademark, including all registrations and applications for registrations thereof, together with the goodwill of the business in connection with which the trademark is used and all rights to sue and recover for past infringements or wrongful uses thereof everywhere in the world, being referred to herein as the "Assigned Mark"); and

WHEREAS, Assignor, as the owner of the Assigned Mark and Assignee wish to enter into this Assignment Agreement to consummate Assignee's acquisition, and the transfer by Assignor to Assignee, of all right, title and interest in and to the Assigned Mark, including all rights to sue for past infringement or wrongful use thereof anywhere in the world.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. *Transfer of Assigned Mark.* Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Assigned Mark, together with any and all renewals and extensions of the applications or registrations for the Assigned Mark that may be secured under any applicable law now or hereafter in effect, and the right to oppose an application to register a trademark or cancel a registration for a trademark which may be confusing with the Assigned Mark.

2. *Cooperation.* Assignor shall provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Assigned Mark;
- (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with the Assigned Mark, including testifying as to any facts relating to the Assigned Mark or this Assignment Agreement (however, in the event of any opposition, interference, infringement suit or other proceedings that may arise in connection with the Assigned Mark or this Assignment Agreement, Assignee shall bear the entire cost thereof including reimbursing Assignor for any substantiated expenses or disbursements associated

with such actions and shall be entitled to retain the entire amount of any recovery or settlement, and Assignor may, if it so desires, also be represented by counsel of its own selection, the fees for which counsel shall be paid by Assignor); and

(iii) in the implementation or perfection of this Assignment Agreement.

2. *Binding Provisions.* This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. *Governing Law.* This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the Effective Date.

MARC LEBOWITZ

By: [Signature]
Name: Marc Lebowitz

VERTICAL MEDIA, INC.

By: [Signature]
Name: James Hooper
Title: Chief Executive Officer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) :ss

The foregoing instrument was acknowledged before me this 18th day of February, 2004, by Marc Lebowitz as his act and deed.

CLAUDETTE M. WILLIAMS
Notary Public, State of New York
No. 01W14933598
Qualified in Bronx County
Commission Expires June 20, 2006

Claudette M. Williams
Notary Public
My commission expires:

STATE OF New York)
)
COUNTY OF NEW YORK) :ss

The foregoing instrument was acknowledged before me this 19th day of February, 2004, by James Hooper, the Chief Executive Officer of Vertical Media, Inc., as his act and deed, and the free act and deed of said corporation.

MICHELE THOMPSON
Notary Public, State of New York
No. 30-4827374
Qualified in Nassau County
Commission Expires December 31, 2006

Michele Thompson
Notary Public
My commission expires:

Schedule A

Trademark and Trademark Applications

Mark
GIANT

Filing Date
June 4, 2003

Serial Number
78258399