

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Ingenuity, Inc.		03/09/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	DC Comics		
Street Address:	1700 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78085718	BATPHONE	
CORRESPONDENCE DATA			
Fax Number:	(212)226-1995		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-226-7700		
Email:	jbernard@yeellp.com		
Correspondent Name:	Andrea Calvaruso - Donovan & Yee LLP		
Address Line 1:	110 Greene Street		
Address Line 2:	Suite 700		
Address Line 4:	New York, NEW YORK 10012		
NAME OF SUBMITTER:	Janice E. Bernard		
Signature:	/Janice E. Bernard/		
Date:	04/01/2005		

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Total Attachments: 2

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**TRADEMARK
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ASSIGNMENT OF TRADEMARK

WHEREAS, DIGITAL INGENUITY, INC., a Pennsylvania corporation having a principal place of business at 701 Lee Road, Suite 104, Wayne, PA 19087, (hereinafter referred to as "ASSIGNOR"), is the record owner of the trademark application in the U.S. Patent and Trademark Office for the mark BATPHONE (Ser. No. 78/085,718), in International Class 38 for telephony services, namely transmission of telephone calls via the internet (hereinafter referred to as the "TRADEMARK"); and

WHEREAS, DC COMICS is a general partnership organized and existing under the laws of the State of New York, having its principal place of business at 1700 Broadway, New York, New York 10019 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of the right, title and interests of ASSIGNOR in, to and under the TRADEMARK, together with the goodwill of the business associated with the TRADEMARK; and

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 hereby transfers and assigns to ASSIGNEE, the entire right, title and interest of ASSIGNOR in and to the TRADEMARK together with the goodwill of the business associated with the TRADEMARK and the United States trademark application therefor; and

ASSIGNOR, does hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARK, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representative;

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States to record trademark application Ser. No. 78/085,718 as the property of ASSIGNEE; and

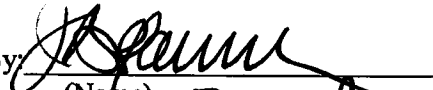
ASSIGNOR further agrees to execute such further documents as may be required to record ASSIGNEE as the owner of the TRADEMARK, including all trademark applications and registrations in and to the TRADEMARK herein assigned.

IN WITNESS WHEREOF, the ASSIGNOR has executed this instrument this

9th day of March, 2005.

DIGITAL INGENUITY, INC.

By


(Name) Ivor Benjamin
(Title) CEO