

**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
Wired Digital, Inc.		12/23/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wired Ventures, Inc.
Street Address:	100 Fifth Avnue
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2413703	ANGELFIRE
Registration Number:	2422857	ANGELFIRE
Registration Number:	2790027	ANGELFIRE
Registration Number:	2833378	LIVECHARTS
Registration Number:	2653526	QFEED
Registration Number:	2276791	QUOTE.COM
Registration Number:	2400354	WHOWHERE?
Registration Number:	2052566	WHOWHERE?
Registration Number:	2023771	WHOWHERE?

**CORRESPONDENCE DATA**

Fax Number: (617)542-8906  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617 521 7093  
 Email: pomilla@fr.com  
 Correspondent Name: Jo-Ann Pomilla c/o Fish & Richardson P.C

**CH \$240.00 2413703**

Address Line 1: 225 Franklin Street  
Address Line 4: Boston, MASSACHUSETTS 02110-2804

NAME OF SUBMITTER:	Jo-Ann Pomilla
Signature:	/Jo-Ann Pomilla/
Date:	05/20/2005

Total Attachments: 3  
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source=3 Wired Digital to Wired Ventures#page3.tif

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of December 23, 2004, is entered into by and among Wired Ventures, Inc., a Delaware corporation ("Parent"), and Wired Digital, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Subsidiary"). Subsidiary and Parent are hereinafter referred to collectively as the "Parties" and individually as "Party."

**WHEREAS**, following the execution of this Agreement, Subsidiary shall file a certificate of dissolution with the Secretary of State of the State of Delaware;

**WHEREAS**, Subsidiary desires to transfer, convey and assign to Parent, and Parent desires to assume and acquire, all outstanding assets and liabilities of Subsidiary immediately prior to the effective time of such filing (the "Effective Time");

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. **Transfer of Assets**. Effective as of immediately prior to the Effective Time, Subsidiary shall assign, transfer, convey and deliver to Parent and its successors and permitted assigns forever good, valid and marketable title (free and clear of all title defects, conflicting or adverse claims of ownership, mortgages, hypothecations, security interests, liens, pledges, claims, rights of first refusal, options, charges, settlements, attachments or any other encumbrances of any nature whatsoever, whether or not perfected) to all property, assets, agreements, goodwill and business as a going concern of every kind, nature and description, real, personal or mixed, tangible or intangible, wherever situated, which is then owned or leased by Subsidiary.

Section 2. **Assumption of Liabilities**. Effective as of immediately prior to the Effective Time, Parent shall assume, and shall be obligated to pay when due, any and all Liabilities (as defined below) relating to, arising out of, or in connection with the Subsidiary as in existence as of such time. "Liabilities" shall mean any and all liabilities, obligations or expenses of any nature or kind, and whether based in common law or statute or arising under written contract or otherwise, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, real or potential, existing as of immediately prior to the Effective Time or arising thereafter.

Section 4. **No Third Party Beneficiaries**. This Agreement is for the sole and exclusive benefit of Subsidiary, Parent and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person or entity other than Subsidiary, Parent and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof.

Section 5. **Amendment.** This Agreement may only be amended or modified by a written instrument executed by the Parties hereto.


Section 6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law provisions thereof, and the federal law of the United States of America.

Section 7. **Binding Effect: Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.


Section 8. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall constitute an original, and both of which together shall constitute one and the same instrument. In the event that any signature is delivered via facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original hereof.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its officers or representatives thereunto duly authorized, as of the date first above written.

WIRED VENTURES, INC.

By:   
Name: KENHYUN KENY-YUON  
Title: CFO

WIRED DIGITAL, INC.

By:   
Name: KENHYUN KENY-YUON  
Title: CFO