

**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>
Bridgemar Services Ltd.		03/27/2005	CORPORATION: CYPRUS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iMesh, Inc.		
<b>Street Address:</b>	635 Madison Avenue, 17th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78488767	IMESH	
<b>Serial Number:</b>	78489408	IMESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)655-3500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	saf@msf-law.com		
<b>Correspondent Name:</b>	Stephen A. Fefferman		
<b>Address Line 1:</b>	140 East 45th Street, 19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Stephen A. Fefferman		
<b>Signature:</b>	/Stephen A. Fefferman/		
<b>Date:</b>	09/19/2005		

CH \$65.00 78488767

Total Attachments: 2  
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**US TRADEMARK ASSIGNMENT**

This Assignment is made effective as of the 15<sup>th</sup> day of September, 2004 from Bridgemar Services Ltd., a Cypriot company ("Assignor") to iMesh, Inc., a Delaware corporation ("Assignee").

WHEREAS Assignor is the owner of the trademarks and/or service marks listed below (the "Trademarks"). Assignor is using the Trademarks and has filed the following trademark applications with the USPTO:

US Trademark Application No. 78488767 iMESH logo and US Trademark Application No. 78489408 for use in connection with the following goods and services:

IC 009 "computer software, namely peer-to-peer file sharing software used for the purpose of searching, retrieving, downloading and sharing information, sites, files, documents, sounds recordings, pictures, movies, media files and other resources on computer networks; computer software for creating indices of information, media files and other information;"

IC 038 "telecommunications services, namely providing facilities for networking and interaction with other computer users; electronic transmission of files via communication networks; providing electronic bulletin boards; chat rooms and community for transmission of messages among users; providing access to online directories, indices and searchable databases relating to a wide range of information and data available on a global computer network" and

IC 041 "entertainment services, namely, providing entertainment in the form of access to recorded music, video, radio, films, games, and news via a global computer network; providing entertainment related services via computer networks, namely matching users for the transfer of music, video, and audio recordings."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns and delivers to Assignee all rights, title and interest in and to said Trademarks, together with: (i) the goodwill of the business relating to the goods and services in respect of which the Trademarks are used and for which they are filed with the USPTO and (ii) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary in securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.



Signed (or sealed) this day in my presence  
by NISSIM PERETS 10152330  
of ISRAEL who is personally known  
to me, in testimony whereof I have hereto set my  
hand and official seal this 27<sup>th</sup> day of

Nicos Pappottas  
NICOS PAPPOTTAS  
Certifying Officer

Bridgemar Services Ltd.  
By: [Signature]  
Name: Nissim Perets  
Title: President

FEES PAID \$0.50

TRADEMARK  
REEL: 003161 FRAME: 0248

STATE OF CYPRUS )  
 ) ss:  
COUNTY OF )

On the 27<sup>th</sup> day of MAY, 2005 before me, the undersigned, a notary public in and for said state, personally appeared NICOS PAPPAS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Nicos Pappas  
Notary Public  
NICOS PAPPAS  
Certifying Officer

trademark assignment