Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (exp. 6/30/2005)

1-703-837-0980

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY To the Director of the U.S. Patent and Trademark Office. Please record the attached documents of the new address(es) below.	
RABBIT MEDIA, INC.	Additional names, addresses, or citizenship attached? []Yes [X]No
[] Individual(s) [] Association	Name: FRANCAP CORPORATION
[] General Partnership [] Limited Partnership	International
[X] Corporation: DELAWARE	Address:
[] Other;	Street Address: 1713 PEARL WAY
Citizenship (see guidelines)	City: OXNARD
Execution Date(s) FEBRUARY 21, 2005	State: CALIFORNIA Zip: 93035
Additional name(s) of conveying party(les) attached? [] Yes [X] No	Country: UNITED STATES
	[] Association Citizenship
3. Nature of conveyance:	[] General Partnership Citizenship
[X] Assignment [] Merger	[] Limited Partnership Citizenship
[] Security Agreement [] Change of Name	[X] Corporation Citizenship: DELAWARE
Other:	[] Other Citizenship
	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)
4. Application number(s) or registration number(s) and identification of	or description of the Trademark.
A. Trademark Application No.(s): 75/036,328	B. Trademark Registration No.(s):
	Additional sheet(s) attached: [] Yes [X] No
C. Identification or Description of Trademark(s) (and Filing Date if App	lication or Registration Number is unknown):
NETWORD	
 Name and address of party to whom correspondence concerning document should be mailed: 	6. Total number of applications and registrations involved:
Name: David E. Dougherty	7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$40.00
Company: Dennison Schultz Dougherty & MacDonald	[X] Authorized to be charged by credit card
Internal Address: Suite 105	[] Authorized to be charged to deposit account
Street Address: 1727 King Street	[] Enclosed
City: <u>Alexandria</u>	
State: Virginia Zip. 22314	8. Payment Information
Phone Number: 703 837 9600 ext. 15	a. Credit Card Last 4 Numbers 1013
Fax Number: 703 837 0980	Expiration Date AUGUST, 2007
Email Address: ddennison@dennisonlaw.com	b. Deposit Account Number
9. Signature: Nous of & Groung hesting	July 24, 2005
David E. Dougherty Name of Person Signing	Total number pages including cover sheet sheet, attachments, and document:

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EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT, entered into as of February 21, 2005 from Rabbit Media, Inc., a Delaware corporation ("<u>Assignor</u>"), to Francap Corporation, a Delaware corporation ("<u>Assignee</u>").

RECITALS

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks and trade names associated with the name "Netword" including without limitation those identified in <u>Schedule A</u> hereto, (collectively, the "<u>Netword Marks</u>"), including the goodwill and all common law rights therein:

WHEREAS, Assignor is the sole owner of the entire right, title and interest in, to and under the Netword Marks:

WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to convey to Assignee, Assignor's entire right, title and interest in, to and under the Netword Marks, all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, Assignor's entire right, title and interest in, to and under the Netword Marks, including common law rights therein, together with the goodwill symbolized by and associated with the Netword Marks, and all registrations and applications relating to the Netword Marks, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all rights, licenses and other agreements heretofore made by Assignor in respect of or relating to any of the Netword Marks, including without limitation the Trademark Agreement (as defined below) (the "Related Agreements") and all income, royalties, fees and payments now or hereafter due or payable in respect of the Netword Marks, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Netword Marks, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties of Assignee's ownership of all right, title and interest in, to and under the Netword Marks and the goodwill associated therewith.

Assignor hereby represents and warrants that it is the sole owner of the Netword Marks free and clear of all liens and encumbrances.

Assignee hereby accepts the assignment and transfer of the Netword Marks and agrees to assume, pay, perform and discharge when due, all of the obligations and liabilities arising under or related to the Netword Marks or the Related Agreements, whether such obligations or

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liabilities are known or unknown. fixed or contingent, and whether arising before or after the date hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be duly executed as of the first date above written to be effective as of such date.

RABBIT MEDIA, INC.

3y: 1 M.

Name: Michael Wise Title: President

Accepted and Agreed to this day of February, 2003

FRANCAP COBPORATION

Dona David Wilson

President

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STATE OF NEW YORK

COUNTY OF Mason 188.

On February 6, 2005 before me, the undersigned, personally appeared Michael Wise, being the President of Rabbit Media, Inc., 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Name:

Notary Public



DENNISON SCHULTZ MARKETING

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SCHEDULE A

Registered Trademarks

InternationalSerialTrademarkCountryClassStatusNumberFiling DateNetwordUnited States038Registered75036328December 18, 1995

Common Law Trademarks and Trade Names

Netword, Inc. Netword

SAT