

EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

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

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 Schedule A hereto, (collectively, the "Netword Marks"), 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;

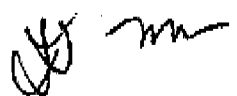
WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to convey to Assignee, Assignor's entire right, title and interest in, to and under the Netword Marks, all goodwill associated therewith, and all common law rights therein.

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



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.

By: Michael Wise
Name: Michael Wise
Title: President

Accepted and Agreed to this 21st day of February, 2005

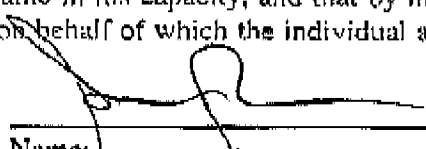
FRANCAP CORPORATION

By: [Signature]
Don David Wilson
President [Signature]

STATE OF NEW YORK

COUNTY OF *Nassau* : ss.:

On February *16*, 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

SANDRA BARSH
Notary Public, State of New York
No. 01848104004
Qualified in Queens County
www.nysbar.org Expires Jan. 20, 2008

SCHEDULE A

Registered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>International Class</u>	<u>Status</u>	<u>Serial Number</u>	<u>Filing Date</u>
Netword	United States	038	Registered	75036328	December 18, 1995

Common Law Trademarks and Trade Names

Netword, Inc.
Netword

