

**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>
Immediatech Corporation		08/11/2005	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thomson Professional & Regulatory Inc.		
<b>Street Address:</b>	2395 Midway Road		
<b>City:</b>	Carrollton		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75006		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2823223	GOFILEROOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)539-7774		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-539-8000		
<b>Email:</b>	trademarks@thomson.com		
<b>Correspondent Name:</b>	The Thomson Corporation		
<b>Address Line 1:</b>	1 Station Place		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06902		
<b>NAME OF SUBMITTER:</b>	Paula K. Upson		
<b>Signature:</b>	/pku/		
<b>Date:</b>	10/24/2005		

CH \$40.00 2823223

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made by and between Immediatech Corporation, a New Jersey corporation, having its office at 333 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Assignor") and Thomson Professional & Regulatory Inc., a Texas corporation, having its office at 2395 Midway Road, Carrollton, TX 75006 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 19, 2005 (the "Purchase Agreement"), relating to the sale to Assignee of certain assets as specifically set forth in the Purchase Agreement, including without limitation its right, title and interest in the trademarks set forth on Exhibit A hereto (the "Trademarks").

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:


1. Assignor does hereby assign unto Assignee, its successors and assigns, all of its right, title and interest in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks in the United States and all countries throughout the world, and together with the right to sue and collect damages and/or profits for past infringements of the Trademarks, the intent hereof being to substitute Assignee in the place of Assignor.
2. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Agreement.
3. Assignor further agrees to execute such further documents as may be required to record Assignee as the owner of the Trademarks and registrations and applications herein assigned.
4. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
5. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

6. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be signed by a duly authorized representative as of the 19 day of July, 2005.

THOMSON PROFESSIONAL &  
REGULATORY INC.


By:   
Name: Ed Friedland  
Title: General Counsel

IMMEDIATECH CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be signed by a duly authorized representative as of the \_\_\_ day of July, 2005.

THOMSON PROFESSIONAL &  
REGULATORY INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IMMEDIATECH CORPORATION

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A

List of Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
GoFileRoom	United States	2823223	03/16/2004

Unregistered Trademarks

The following names are used as components of GoFileRoom: ScanFlow, ClientFlow, TaxFlow, GFR.NET, RecordsFlow