

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scherers Conferencing, Inc.		11/01/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Arkadin, Inc.		
Street Address:	One Penn Plaza		
Internal Address:	Suite 2200		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2885469	24BY7LINK	
Registration Number:	2318850	DO MORE, SPEND LESS.	
Registration Number:	2320964	TEAMCALL	
CORRESPONDENCE DATA			
Fax Number:	(516)357-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	516-357-3193		
Email:	edward.mangano@rivkin.com		
Correspondent Name:	Edward P. Mangano		
Address Line 1:	926 EAB Plaza		
Address Line 2:	10th Floor West		
Address Line 4:	Uniondale, NEW YORK 11556-0926		
ATTORNEY DOCKET NUMBER:	266-2 (ARKADIN)		
NAME OF SUBMITTER:	Edward P. Mangano, Attorney		

CH \$90.00 2885469

Signature:

/epm/

Date:

12/28/2005

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of November 1, 2005 (the "Agreement"), among SCHERERS CONFERENCING, INC., an Ohio corporation with a principal place of business at 535 Scherers Court, Worthington, Ohio 43085 (the "Seller"), GORDON SCHERER, PAUL KEINATH and LORRAINE BARBER (the "Principals"), ARKADIN, INC., a Delaware corporation with a principal place of business at One Penn Plaza, Suite 2200, New York, New York 10119 (the "Buyer"), and ARKADIN, S.A., a French societe anonyme with limited liability, with a principal place of business at 30 rue de Cambrai, 75019, Paris ("Buyer's Parent").

Recitals

The Principals have either a direct ownership of, and/or indirect, through their spouses, beneficial interest in all the equity interests in Seller, and Principals desire to cause Buyer to enter into this Agreement.

Accordingly, the parties agree as follows in consideration of their mutual promises herein:

ARTICLE I

PURCHASE AND SALE

1.1 Purchase of Assets.

(iii) Except as set forth in Schedule 1.2(i), all of Seller's right, title and interest to those trade names, service marks (registered and unregistered, and applications therefor) and domain names, patent and patent rights and licenses, patent applications, copyrights and copyright applications, software and software licenses, and other intangible assets and intellectual property rights listed on Schedule 1.1(c), trade dress, styles and logos listed on Schedule 1.1(c) (collectively, the "Intellectual Property");

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement.

ARKADIN, INC.

By: _____
Name: Glenn Fleischman
Title: President

ARKADIN, S.A.

By: _____
Name:
Title:

SCHERERS CONFERENCING, INC.

By: *Paul C. Keinath*
Name: Paul C. KEINATH
Title: PRESIDENT

Gordon Scherer
Gordon Scherer, as Principal

Paul C. Keinath
Paul Keinath, as Principal

Lorraine Barber
Lorraine Barber, as Principal

IN WITNESS WHEREOF, the parties have executed and delivered this

Agreement.

ARKADIN, INC

By: _____

Name: *Olivier de Puymorin*
Title: *Chairman & CEO*

ARKADIN, S.A.

By: _____

Name: *Olivier de Puymorin*
Title: *Chairman & CEO*

SCHERERS CONFERENCING, INC.

By: _____

Name:
Title

Gordon Scherer, as Owner

Paul Keinath, as Owner

Lorraine Barber, as Owner

TRADEMARK

REEL: 003217 FRAME: 0408

SCHEDULE 1.1(c)
Intellectual Property

Service Marks & Tradenames

24BY7LINK
DO MORE, SPEND LESS
TEAMCALL

Seller's common law trademark rights, if any, to the name "Schérrers Conferencing"