

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
MYTRAFFICNEWS.COM, INC.		01/10/2006	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	TRAFFIC.COM, INC.		
Street Address:	851 Duportail Road, Suite 220		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2704639	MYTRAFFICNEWS	
CORRESPONDENCE DATA			
Fax Number:	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-979-1000		
Email:	eorleman@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	TRAFFIC JAM		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
Signature:	/nicole k. mclaughlin/		
Date:	01/16/2006		

CH \$40.00 2704639

Total Attachments: 5

source=mytrafficnews assignment#page1.tif

source=mytrafficnews assignment#page2.tif

source=mytrafficnews assignment#page3.tif

source=mytrafficnews assignment#page4.tif

source=mytrafficnews assignment#page5.tif

EXHIBIT F**ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (the "Agreement"), dated as of this 12th day of January, 2006 ("Effective Date"), is made and entered into by and between MYTRAFFICNEWS.COM, INC., a Colorado corporation, ("Assignor") and TRAFFIC.COM, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of record of the trademark for the mark "MYTRAFFICNEWS," Serial Number 78/076,070, Registration Number 2,704,639 (the "Trademark"); and

WHEREAS, Assignor is the registered owner of the domain name "MYTRAFFICNEWS.COM" (the "Domain Name"); and

WHEREAS, Assignor is the owner of certain common law and registered and unregistered domestic and foreign copyrights and copyright applications and trade secrets (collectively the "Copyrights," together with the Trademark, and the Domain Name, referred to collectively herein as the "Intellectual Property"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement by and between Assignor, Assignee and Scott C. Yates dated December 22, 2005 (the "Asset Purchase Agreement"), Assignor desires to assign, and Assignee desires to accept, all of Assignor's right, title and interest in and to the Intellectual Property, including without limitation the Intellectual Property registrations, applications and or rights listed in Exhibit A attached hereto and incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual promises covenants and agreements contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, transfer, grant, assign, and convey unto Assignee all of its worldwide right, title and interest in and to:

- i) the Intellectual Property for the territory of the United States and its possessions and territories and all foreign countries (including, but not limited to, common law rights, registrations and applications);
- ii) the goodwill associated with such Intellectual Property;
- iii) the above Intellectual Property and all United States and foreign trade secrets, trademarks or copyrights which may be granted on said Intellectual Property including divisions, reissues, reexamination certificates and continuations;

- iv) all rights to damages and profits, due or accrued, arising out of past infringement of such Intellectual Property or injury to said goodwill and the rights to sue for and recover the same in Assignee's own name; and
- v) any and all renewals and extensions of the Intellectual Property that may hereafter be secured under the laws now or hereafter in effect in the United States or any foreign jurisdiction.

2. Assignor agrees to take such further actions and to execute such other documents, at Assignee's request and expense, reasonably necessary to vest in and perfect for the benefit of Assignee, the right, title and interest hereby granted, assigned and conveyed in this Agreement. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

3. Upon execution of this Agreement, Assignor shall have no rights in or obligations with respect to the assigned Intellectual Property, and Assignee shall bear the costs associated with the assigned Intellectual Property after the date hereof.

4. All covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective executors, administrators, heirs at law, successors in interest, assignees, and any person acting in concert with or in a representative capacity to any of the foregoing.

5. This Agreement, together with the Asset Purchase Agreement, constitutes the entire understanding among and between the parties with respect to its subject matter and cannot be modified, changed or amended except in writing executed by the parties hereto, or their successors or assignees.

6. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and each of the parties agrees to submit to personal jurisdiction in federal and/or state courts located in the Commonwealth of Pennsylvania.

7. The Agreement may be executed in counterparts, each of which shall be deemed to be an original for all purposes.

Signatures and Notary Appear on Following Page

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment of Intellectual Property Agreement as of the Effective Date.

MYTRAFFICNEWS.COM, INC.

By: [Signature]
Scott C. Yates
Title: President, CEO

TRAFFIC.COM, INC.

By: [Signature]
Name: Joseph Reed
Title: CEO

STATE OF Colorado :
City and :
COUNTY OF Denver : ss.

Before me, a notary public in and for the State and County aforesaid, on this 10th day of January, 2006, personally appeared Scott C. Yates, who acknowledged to me that he is the President of Mytrafficnews.com, Inc., who executed this Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public [Signature]
My Commission Expires: 03.09.09



My Commission Expires 03/09/2009

Exhibit A to Assignment of Intellectual Property Agreement

Assets

1. Trade name of MYTRAFFICNEWS.COM registered with the State of Colorado
2. Any fixed assets that are material to the Business and have been designated by Buyer after its review.
3. Any and all customer and prospective customer information, contacts and databases and website utilization databases regarding the Business including, but not limited to, opt-in customer databases.
4. Any software, data, programs, technology appropriate to the Business.

Trademarks

TRADEMARK	SERIAL NO.	REGISTRATION NO.	STATUS
MYTRAFFICNEWS	78076070 Filed: July 27, 2001	2704639 Registered: April 8, 2003	Registered

Trademark includes the common law rights in and to the any logo, image, brand or trademark used in connection with the Business prior to or on the Effective Date.

Copyrights

All common law and registered copyrights related to the Business including, but not limited to, software, data, programs, content, technology and other materials used in connection with the Business. In addition, the "Look and Feel" of the website, e-mails, services and other technology used in connection with the Business. The "Look and Feel" shall mean the structure, sequence and layout of the audiovisual components of the technology as perceived by a viewer including, but not limited to, the color combinations, button and dial shapes, and all other graphical, video, audio and navigational elements.

Trade Secrets

Any trade secrets used by Seller in connection with the Business including, but not limited to, customer lists.

URL's

DOMAIN NAME	REGISTRANT	CREATION DATE	EXPIRATION DATE
MYTRAFFICNEWS.COM	MYTRAFFICNEWS.COM	February 4, 2000	February 4, 2013