

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
PowerOne Media, Inc.		03/01/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INN Partners, L.C.		
<b>Street Address:</b>	1521 47th Avenue		
<b>City:</b>	Moline		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61265		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: IOWA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2600217	ZWIRE!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(309)786-1794		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	563-324-3246		
<b>Email:</b>	bnicol@l-wlaw.com		
<b>Correspondent Name:</b>	Christopher J. Curran		
<b>Address Line 1:</b>	224 - 18th Street, Suite 500		
<b>Address Line 4:</b>	Rock Island, ILLINOIS 52726		
<b>ATTORNEY DOCKET NUMBER:</b>	10807-3 INN		
<b>NAME OF SUBMITTER:</b>	Marc Wilson		
<b>Signature:</b>	/Marc Wilson/		
<b>Date:</b>	03/06/2006		

OP \$40.00 2600217

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective this 1st day of March, 2006 ("Effective Date") by and between PowerOne Media, Inc., a Delaware corporation (the "Assignor"), and INN Partners, L.C., an Iowa limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 15, 2006 (as the same may be amended, modified and/or supplemented from time to time, the "Purchase Agreement").

WHEREAS, the Purchase Agreement provides that (i) Assignor shall assign, transfer, convey, and deliver to Assignee and (ii) Assignee shall acquire, all of Assignor's right, title and interest in, to and under the Acquired Assets (as defined in the Asset Purchase Agreement), including the trademarks (the "Trademarks") set forth in Schedule A.

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest of Assignor in, to and under the Trademarks, and Assignee desires to acquire from Assignor all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby assign, transfer, convey and deliver to Assignee, and Assignee does hereby acquire and assume from Assignor, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, all of Assignor's right, title and interest in and to the Trademarks, including the registrations and applications set forth on Schedule A, and all goodwill symbolized by and connected with the use thereto, and all of Assignor's rights corresponding thereto throughout the world.

2. Additional Documents. Assignor does hereby agree to execute upon the request of Assignee, at Assignee's expense for reasonable out-of-pocket costs, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignor under this Assignment in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

*[Signature Pages to Follow]*

**IN WITNESS WHEREOF**, the Assignor and Assignee have executed this Assignment as of the date first written above.

PowerOne Media, Inc.

By: \_\_\_\_\_  
Name: *John Lang*  
Title: *CEO*

INN Partners, L.C.

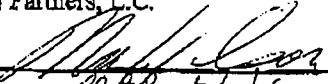
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the date first written above.

PowerOne Media, Inc.

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

INN Partners, L.C.

By:   
Name: MARC WILSON  
Title: CEO/General Manager

**Schedule A**

**SCHEDULE A TO ASSIGNMENT OF TRADEMARKS**

**United States Trademark Registrations and Applications**

<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>	<b>Status/ Comments</b>
ZWIRE! (2600217)	2,600,217 (76,083,098)	7/30/02 (6/29/00)	PowerOne Media, Inc.	Registered

**Common Law Trademarks**

ADQUEST  
ADQUEST3D