

RECORD
TRAC



103199543

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Votenet Solutions, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 6, 2006

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Political World Communications, LLC

Internal _____

Address: _____

Street Address: 666 Plainsboro Road-Building 300

City: Plainsboro

State: New Jersey

Country: USA Zip: 08536

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship New Jersey

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78611304, 78611319, 78611332, 78622555, 78651783,
78737546, 78737561, 78737574, 78691589, 78737533,
78738290

B. Trademark Registration No.(s)
2975379, 2802103, 2826707, 2294773

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Erik M. Pelton, Attorney at Law

Internal Address: _____

Street Address: PO Box 100637

City: Arlington

State: Virginia Zip: 22210

Phone Number: 703-525-8009

Fax Number: 703-525-8089

Email Address: emp@tm4smallbiz.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

March 9, 2006

Date

03/17/2006 DBYRNE 00000275 78611304

Signature

Erik M. Pelton, Attorney at Law

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

3-16-06

01 FC:8521
02 FC:8522

OFFICE OF RECORDS
MAR 16 11:23 AM
FINANCE SECTION

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into effective as of February 6, 2006, by and between Buyer, POLITICAL WORLD COMMUNICATIONS, LLC, a New Jersey limited liability company about to be formed ("POLITICAL WORLD COMMUNICATIONS, LLC"), and Seller, VOTENET SOLUTIONS, INC., a Delaware corporation ("VSI") (collectively, the "Parties," or individually, a "Party").

Background Facts

VSI owns the Assets (as hereinafter defined) which it uses in the Business (as hereinafter defined). VSI desires to sell to POLITICAL WORLD COMMUNICATIONS, LLC, and POLITICAL WORLD COMMUNICATIONS, LLC desires to purchase from VSI, the Assets, all upon the terms and conditions set forth in this Agreement, which shall not include any liabilities or obligations of VSI with regard to the Business or otherwise, unless expressly set forth within this Agreement.

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to implement the transaction described above, the Parties hereto agree as follows.

ARTICLE I

DEFINITIONS

1.1 Defined Terms. As used herein, the terms below shall have the following meanings. Unless the context otherwise requires, any term may be used in the singular or plural.

"Actions" means any action, order, writ, injunction, judgment or decree outstanding or any claim, suit, litigation, proceeding, labor dispute, arbitration, governmental audit or investigation.

"Ancillary Agreements" means the Bill of Sale, Trademark Assignments, Copyright Assignments, URL/Domain Name Registration Assignments, or other Intellectual Property Assignments, as that term is defined herein, Escrow Agreement, Resolution by the Shareholders

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

POLITICAL WORLD COMMUNICATIONS, LLC, a New Jersey limited liability company

By: Herbert A. Marek Pres & COO
Herbert A. Marek, President and Chief Operating Officer

INTELLISPHERE, LLC, a Delaware limited liability company (as to section 7.14)

By: Herbert A. Marek Pres & COO
Herbert A. Marek, President and Chief Operating Officer

VOTENET SOLUTIONS, INC., a Delaware corporation

By: _____
Michael Tuteur, CEO

Howard Rich, individually and as President of Votenet Solutions, Inc. as to representations and warranties

Michael Cole, individually as to representations and warranties

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POLITICAL WORLD COMMUNICATIONS, LLC, a New Jersey limited liability company

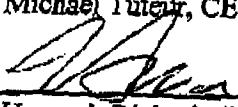
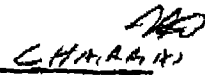
By: _____
Herbert A. Marek, President and Chief Operating Officer

INTELLISPHERE, LLC, a Delaware limited liability company (as to section 7.14)

By: _____
Herbert A. Marek, President and Chief Operating Officer

VOTENET SOLUTIONS, INC., a Delaware corporation

By: _____
Michael Tuteur, CEO

 _____ 
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