

03-20-2006

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To the Director of the U. S. Patent and

103200387

documents or the new address(es) below.

31600

**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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Political World Communications, LLC

Internal

Address: Suite 300

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)

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
2006 MAR 16 AM 11:23

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

Execution Date(s) February 6, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2264248

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:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- 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 14, 2006

Date

03/17/2006 DBYRNE 00000274 2264248

Signature

01 FC:0521 Erik M. Pelton, Attorney at Law

Name of Person Signing

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

6

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

TRADEMARK  
REEL: 003321 FRAME: 0816

## **ASSIGNMENT OF TRADEMARK AND REGISTRATION CAMPAIGN INSIDER**

This Assignment of the Trademark **CAMPAIGN INSIDER** (the "Assignment") is made and entered on **February 6, 2006**, by and between **Votenet Solutions, Inc.**, a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 1629 K Street NW, The Mezzanine, Washington D.C. 20006 ("VSI") and **Political World Communications, LLC**, a limited liability company organized and existing under the laws of the State of New Jersey, having a place of business at 666 Plainsboro Road, Building 300, Suite 300, Plainsboro, New Jersey 08536 ("Political World Communications") (collectively referred to as the "Parties," and individually, a "Party").

**Whereas**, VSI is the record owner of the mark **CAMPAIGN INSIDER** (hereinafter, the "Mark") and the Registration of the mark **CAMPAIGN INSIDER** (words only) on the Principal Register of the United States Patent and Trademark Office (the "USPTO"), Registration No. 2264248, with a filing date of November 4, 1997 and a registration date of July 27, 1999 (the "Registration");

**Whereas**, the Registration was allowed to expire on or about July 27, 2005 for failure by VSI to file a Section 8 Declaration for renewal of the Registration;

**Whereas**, the Registration may be restored by VSI, as the expiration and cancellation of the Registration is still within the six (6) month grace period to revive same by making the appropriate filings with the USPTO; and

**Whereas**, pursuant to an Asset Purchase Agreement between VSI and Political World Communications (the "APA"), of which this Assignment is incorporated therein and the substance of which is reciprocally incorporated herein this Assignment in its entirety and made a part hereof, VSI desires to sell, convey, transfer, assign and deliver to Political World Communications, and Political World Communications desires to acquire from VSI, all of VSI's interest in and to the Mark and the Registration upon the terms and subject to the conditions set forth herein and in the APA.

Now, therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the terms of the APA, the Parties agree as follows:

1. **ASSIGNMENT**: VSI hereby agrees to sell, convey, transfer, assign and deliver to Political World Communications, its successors and assigns, and Political World Communications hereby agrees to acquire from VSI, upon the terms and subject to the conditions set forth in the APA and this Assignment, all of VSI's interest right, title and interest, whether statutory or at common law, in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by VSI and used in connection with the Mark, and all registrations and pending applications therefore, in all countries throughout the world (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements. VSI agrees to sell, convey, transfer, assign and deliver to Political World Communications good and marketable title to All Marks and the Registration, free and clear of any and all encumbrances or claims of any nature or kind whatsoever.

2. **VSI'S REPRESENTATIONS**:

(a) VSI represents and warrants that to the best of its Knowledge VSI is the sole owner of All Marks and the Registration and that VSI has the power and authority to enter into this Assignment.

(b) VSI further represents and warrants that to the best of its Knowledge the rights transferred in this Assignment are free of lien, encumbrance or adverse claim of any nature or kind whatsoever, including, but not limited to, any Encumbrance, as that term is defined in the APA.

3. **CONTINUING OBLIGATIONS**: VSI agrees to perfect the assignments made herein, including the execution and delivery of any additional documents that are appropriate and necessary for perfection. VSI agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to All Marks in Political World Communications or which may be necessary to obtain, renew, issue or

of which together will constitute one and the same instrument. The obligation of VSI in this regard shall survive the execution of this Assignment and the APA and shall be a condition for the release of the Escrowed Purchase Price, as that term is defined in the APA, pursuant to the terms of Section 2.5(a)(2) of the APA.

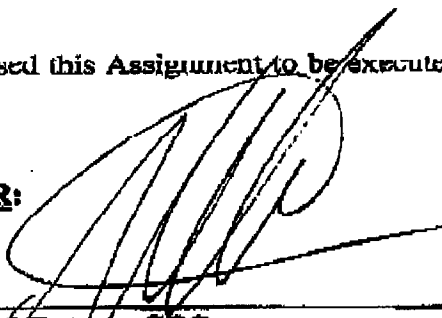
4. **BINDING EFFECT:** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey.

6. **APA GOVERNS:** To the extent that any term or provision of this Assignment is inconsistent with any term or provision of the APA, the term or provision as set forth in the APA shall govern the rights and obligations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

**ASSIGNOR:**

By:   
Michael Tutour, CEO  
Votenet Solutions, Inc.

Dated: February 6, 2006

District of Columbia )  
                                  )ss  
                                  )

On this 6th day of February, 2006, before me personally appeared Michael Tutour, to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.

  
Notary Public in the District of Columbia

Luisa E. Alvarez  
Notary Public, District of Columbia  
My Commission Expires: September 20, 2013

By: *[Signature]*  
**Howard Rich**  
 Sole Shareholder, Votenet Solutions, Inc.  
*CHAIRMAN*  
*[Signature]*

Dated: February 6, 2006

State of New York )  
 )ss  
 )

On this 6th day of February, 2006, before me personally appeared Howard Rich, to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.

**LISA NUSSBAUM**  
 Notary Public - State of New York  
 No. 01NU06107930  
 Qualified in Kings County  
 My Comm. Expires Apr. 12, 2006

*Lisa Nussbaum*  
 Notary Public in the State of New York

ASSIGNEE:

By: \_\_\_\_\_  
**Herbert A. Marek, President and COO**  
**Political World Communications, LLC**

Dated: February 6, 2006

State of New Jersey )  
 )ss  
 County of Monmouth )

On this 6th day of February, 2006, before me personally appeared Herbert A. Marek, to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.

\_\_\_\_\_  
 Notary Public

By: \_\_\_\_\_  
**Howard Rich**  
Sole Shareholder, Votenet Solutions, Inc.

Dated: February 6, 2006

State of New York     )  
                                  )  
                                  )ss  
                                  )

On this 6th day of February, 2006, before me personally appeared Howard Rich, to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.

\_\_\_\_\_  
Notary Public in the State of New York

ASSIGNEE:

By: *Herbert A. Marek*  
**Herbert A. Marek, President and COO**  
Political World Communications, LLC

Dated: February 6, 2006

State of New Jersey     )  
                                  )  
County of Monmouth    )

On this 6th day of February, 2006, before me personally appeared Herbert A. Marek, to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.

*Elizabeth Matrone*  
Notary Public

ELIZABETH MATRONE  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUGUST 23, 2008

