Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) TRADEMARKS ONLY		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
Name of conveying party(ies): AdInfornitum, Inc.	Name and address of receiving party(ies):	
	Name: E-Dialog, Inc.	
	Internal Address:	
Individual(s) Association	Street Address: 131 Hartwell Avenue	
General Partnership Limited Partnership		
X Corporation-State: Washington		
Other:	City: Lexington	
	State: MA 02421	
Additional name(s) of conveying Yes	Individual(s) citizenship:	
party(ies) attached?	Association:	
3. Nature of Conveyance:	General Partnership:	
X Assignment Merger	Limited Partnership:	
Security Agreement Change of Name	X Corporation-State: Delaware	
Other:	Other:	
Execution Date: 4/7/06	If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes X No	
Application Number(s) or Registration Number(s):		
A. Trademark Application No.(s):	B. Trademark Registration No.(s): 2,906,761	
Additional numbers attached?	Yes X No	
Name and address of party to whom correspondence concerning document should be mailed:	registrations involved:	
Name: Erin A. Dugan, IP Paralegal	7. Total fee (37 CFR 3.41) \$40.00	
Ropes & Gray LLP	Enclosed	
Internal Address: Atty. Dkt.: ECGH-012	x Authorized to be charged to Deposit Account	
Street Address: One International Place	Authorized to be charged to credit card (Form 2038 enclosed)	
	8. Deposit account number: 18-1945	
City: Boston State: MA Zip: 02110	(Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature:		
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.		
Name of Person Signing Signature Date		
Total number of pages including cover sheet, attachments, and document: 5		
. Salitation of pages		

10046022_1.DOC

Execution Version

ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is dated as of April 7, 2006 ("<u>Assignment</u>"), and is made from AdInfonitum, Inc., a Washington corporation with its principal place of business at 320-108th Avenue NE, Bellevue, WA 98004 (the "<u>Assignor</u>") on the one hand, to E-Dialog, Inc., a Delaware corporation with its principal place of business at 131 Hartwell Avenue, Lexington, Massachusetts 02421 ("<u>Assignee</u>") on the other hand.

WHEREAS, Assignor has adopted and used and is using in commerce certain trademarks associated with its Business both within and outside the United States, including without limitation the marks set forth in the attached Schedule A and any marks that are the same or confusingly similar thereto, (collectively the "Marks"); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of April 5, 2006, (the "<u>Purchase Agreement</u>") Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, <u>inter alia</u>, said Marks and the goodwill associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignment of Rights. Assignor assigns to Assignee all rights, title, and interests in and to the Marks, including without limitation the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all common law rights in the Marks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks.
- 2. Further Assurances. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. If for any reason Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Marks, Assignor hereby appoints Assignee as their attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Marks, to secure recordation or registration of the Marks and of this Assignment, to demand and receive any and all of the Marks, to give receipts and releases for and in respect of the Marks, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action Assignee deems necessary or desirable to perfect or enforce its rights in the Marks. Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of the Assignor at any future time.
- 3. <u>No Conflicting Uses</u>. Assignor further covenants that it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Marks before any administrative, government or other tribunal.

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TRADEMARK
REEL: 003325 FRAME: 0278

- 4. <u>Definitions</u>. Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Purchase Agreement.
- 5. <u>Governing Law</u>. This Assignment will be governed by the laws of The Commonwealth of Massachusetts without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

A	
Ву	
Name: DOOG SETO	
Title: morrow concerned	

E-DIALOG, INC.

By:	
Name:	
Title:	

- <u>Definitions</u>. Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Purchase Agreement.
- Governing Law. This Assignment will be governed by the laws of The Commonwealth of Massachusetts without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

ADINFONITUM, INC.

By: Name:

Title:

E-DIALOG, INC.

Notarial Certificate

AdInfonitum, Inc.

THE STATE OF WASHINGTON

County of King

This Assignment of Marks was executed before me on this day of April 2006, by Doug Seto, the Marging Partner of AdInfonitum, Inc., a Washington corporation, on behalf of said corporation.

Doug Seto, the day he signed the document, was authorized to validly execute documents on behalf of said corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF WASHINGTON JEFF CHEN

dy appointment expires Jan 21, 2019

Notary Public in and for The State of Washington

Printed or Typed Name of Notary

My Commission Expires Jan 21, 20/0

SCHEDULE A

US TrademarksRegistration No.Registration DateFiling DateAdinfonitum2,906,761November 30, 2004November 25, 2003

TRADEMARK REEL: 003325 FRAME: 0282

RECORDED: 06/08/2006