

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
MOREFOCUS GROUP, INC.		07/28/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MF GROUP, LLC		
Street Address:	230 Third Avenue		
Internal Address:	c/o NameMedia, Inc.		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76616856	MOREFOCUS	
Serial Number:	75884277	W3COMMERCE	
Serial Number:	76107561	META-DOMAIN	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175701408		
Email:	rblasi@goodwinprocter.com		
Correspondent Name:	Robert S. Blasi, Esq.		
Address Line 1:	53 State St		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	120737-166161		
NAME OF SUBMITTER:	Robert S. Blasi, Esq.		

CH \$90.00 76616856

Signature:	/-R/
Date:	08/03/2006
Total Attachments: 4 source=Photon#page1.tif source=Photon#page2.tif source=Photon#page3.tif source=Photon#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made this 28th day of July 2006, by MOREFOCUS GROUP INC., a Delaware corporation ("Seller") and the subsidiaries of Seller party hereto (the "Subsidiaries" and collectively with Seller, the "Assignors"), in favor of MF GROUP, LLC, a Delaware limited liability company ("Assignee"). All capitalized words and terms used in this Assumption Agreement and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of the date hereof (the "Agreement") by and among Assignee, NameMedia, Inc., a Delaware corporation, Seller and Colin Lucas-Mudd.

WHEREAS, pursuant to the Agreement, Seller has agreed to contribute, transfer, convey, assign and deliver to Assignee, and cause the Subsidiaries to contribute, transfer, convey, assign and deliver to Assignee, all of Assignors' rights, title and interest in, to and under the Purchased Assets;

WHEREAS, certain of the Purchased Assets constitute Business Intellectual Property, which the parties desire to sell, assign, convey and transfer by this instrument.

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

SELL, ASSIGN, CONVEY AND TRANSFER to Assignee all of their right, title and interest in and to: (i) the Business Intellectual Property, including all rights to use, exploit, license and otherwise dispose of the same; (ii) all divisional, continuing, substitute, renewal, reissue, extension, and all other applications which have been or shall be filed in the United States and all other countries in respect of the Business Intellectual Property or any improvements or derivatives thereof, specifically including the right to file such applications under the provisions of any convention or treaty and claim priority based on such application in the United States; (iii) all original, renewal, extension and reissued registrations which have been or shall be issued in the United States and all other countries in respect of the Business Intellectual Property of any improvements or derivatives thereof; (iv); all claims for damages for reason of past or current infringement of the Business Intellectual Property, as well as the right to sue for and collect the same for its own use and enjoyment; and (v) with respect to any and all trademarks, service marks or trade names, the goodwill of the business associated therewith and appurtenant thereto.

WITH RESPECT TO COPYRIGHTS AND WORKS SUBJECT TO COPYRIGHT, WAIVE AND RELEASE any moral rights, including the rights of attribution or integrity any Assignor may have in said work(s), including any moral rights arising under 17 U.S.C. §106A, other U.S. federal law, state law or laws of any foreign country for any and all applications in which either the right of attribution or the right of integrity may be implicated. The moral rights hereby waived include, but are not limited to: (1) any right to require Assignee or its successors or licensees to identify any Assignor as the author of the work; and (2) the right to prevent destruction of, or any intentional distortion, mutilation, or other modification of, the work.

AUTHORIZE the Director of the United States Patent & Trademark Office, the United States Register of Copyrights, and/or any official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Business Intellectual Property and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

COVENANT that, when requested and at the expense of Assignee, execute and deliver to Assignee any and all documents reasonably requested by Assignee to effectuate the assignment described herein,

COVENANT that this Assignment will be binding on the successors of Assignors and extend to the successors, assigns and nominees of Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Intellectual Property as of the date set forth above.

MOREFOCUS GROUP INC.

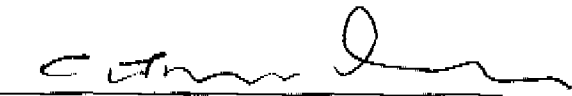
By: 

Name: Colin Lucas-Mudd

Title: CEO

Date: July 28, 2006, 2006

NCERX LLC


By: 

Name: Colin Lucas-Mudd

Title: Chairman

Date: July 28, 2006, 2006

MOREFOCUS LLC

By: 

Name: Colin Lucas-Mudd

Title: CEO

Date: July 28, 2006, 2006

NCERX LTD

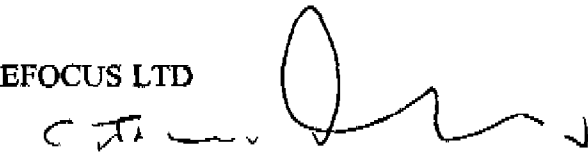
By: 

Name: Colin Lucas-Mudd

Title: Director

Date: July 28, 2006, 2006

MOREFOCUS LTD

By: 

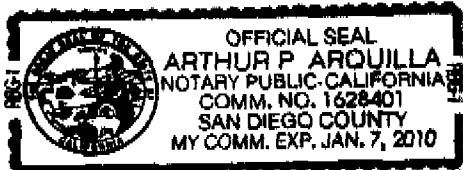
Name: Colin Lucas-Mudd

Title: Director

Date: July 28, 2006, 2006

STATE OF CA)
COUNTY OF San Diego)

BEFORE ME, the undersigned authority, on this 28 day of July, 2006, personally appeared Colin Lucasmy, [] of morefocus group inc, a Delaware corporation, on behalf of said corporation, **[TO BE CONFORMED FOR RESPECTIVE SUBSIDIARIES]** known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



[SEAL]

Arthur P. Arquilla
Notary Public
My Commission Expires: 1/7/10