

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
 IP3, LLC in its sole and limited capacity as assignee for the Benefit of Creditors of IP3 Networks, Inc.

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

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: Second Rule LLC
 Internal Address: _____
 Street Address: 4043 Walnut Street
 City: Philadelphia
 State: PA
 Country: US Zip: 19104

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liability Company Citizenship Delaware

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)

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) August 30, 2006

Assignment Merger
 Security Agreement Change of Name
 Other

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

A. Trademark Application No.(s) 78/803,649

B. Trademark Registration No.(s) 3,028,507, 3,035,235, 3,035,230 and 3,028,506

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: ALBERT T. KEYACK
 Internal Address: KLEHR, HARRISON, HARVEY BRANZBURG & ELLERS, LLP
 Street Address: 260 S. BROAD ST.
 City: PHILADELPHIA
 State: PA Zip: 19102
 Phone Number: 215-568-6060
215-568-6603
 Fax Number: _____
 Email Address: akeyack@klehr.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 140

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 501555
 Authorized User Name Albert T. Keyack

9. Signature: Albert T. Keyack September 27, 2006
 Signature Date

ALBERT T. KEYACK
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

KHH 11864-0001

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TRADEMARK
REEL: 003401 FRAME: 0267

CH \$140.00 501555 78803549

ASSIGNMENT

The undersigned, IP3 (assignment for the benefit of creditors), LLC, a California limited liability company (the "Assignor"), in its sole and limited capacity as Assignee for the Benefit of Creditors of IP3 Networks, Inc., a California corporation, with its place of business located at 101 University Avenue, Suite 100, Palo Alto, CA 94301, hereby transfers and assigns to Second Rule LLC, with its principal place of business located at 4043 Walnut Street, Philadelphia, PA 19104 (the "Assignee"), all of its right, title and interest in and to the trademark application(s) and/or registration(s) in the United States Patent and Trademark Office identified and described below:

| <u>Mark</u> | <u>Application No.</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--------------|------------------------|-------------------------|--------------------------|
| IP3 (Design) | --- | 3,028,507 | December 13, 2005 |
| IP3 | 78/803,649 | --- | January 31, 2006 |
| IP3 NETWORKS | --- | 3,035,235 | December 27, 2005 |
| IP3 NETWORKS | --- | 3,035,230 | December 27, 2005 |
| IP3 | --- | 3,028,506 | December 13, 2005 |

and the goodwill of the business associated therewith (collectively, the "Trademark(s)").

The Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Trademark(s) in its (their) "as is" and "where is" condition, together with all of the goodwill of the business associated with and symbolized by such Trademark, the registration thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademark, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such application and registration in the United States Patent and Trademark Office.

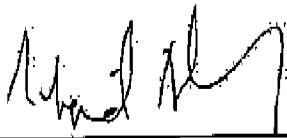
After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademark, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademark and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

IP3 (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC, IN ITS SOLE AND LIMITED CAPACITY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF IP3 NETWORKS, INC.

Dated: 8-30-06


By: Michael Maily
Title: Managing Member

This ___ th day of August, 2006, before me personally came the before-mentioned Michael Maily, known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

See attached
Notary Public

(SEAL)

ACKNOWLEDGMENT

State of California
County of Santa Clara

On August 30, 2006 before me, A. Lawrence, Notary Public,
personally appeared

MICHAEL MAIDY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature *A. Lawrence* (Seal)

Name: **A. LAWRENCE**

Comm, Exp.: **December 27, 2008**

