

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MapQuest Inc.	FORMERLY MapQuest.com Inc.	10/02/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GeoNova LLC		
<b>Also Known As:</b>	AKA B&H Mapping LLC		
<b>Street Address:</b>	3710 Hempland Road		
<b>City:</b>	Mountville		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17554		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75685703	GEOSYSTEMS	
<b>Serial Number:</b>	75281126	INTERARTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(410)539-7611		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	410-385-4233		
<b>Email:</b>	trademark@shapirosher.com		
<b>Correspondent Name:</b>	William A. McComas		
<b>Address Line 1:</b>	36 South Charles Street		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21201		
<b>ATTORNEY DOCKET NUMBER:</b>	47959.001		
<b>NAME OF SUBMITTER:</b>	William A. McComas		
<b>Signature:</b>	/wam/		

OP \$65.00 75685703

Date:

11/29/2006

**Total Attachments: 9**

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**EXECUTION COPY****ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is made and entered into as of \_\_\_\_\_, 2006, by and between MapQuest, Inc., a Delaware corporation ("Assignor"), and B&H Mapping LLC, a Pennsylvania limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2006 (the "Purchase Agreement"), pursuant to which Assignee has purchased certain specified assets of Assignor's Division (as defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein, and this Assignment and Assumption Agreement is contemplated by Sections 2.7(a)(iii) and 2.7(b)(ii) of the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. **Assignment and Assumption.** Effective as of the Effective Time, Assignor hereby assigns, sells, transfers and sets over to Assignee, pursuant to the terms of the Purchase Agreement, all of Assignor's right, title, benefit, privileges and interest in and to each of the Assets that are intangible personal property, and all of Assignor's burdens, obligations and liabilities in connection with, each of the Assumed Liabilities (collectively, the "Assignment"). Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Assumed Liabilities. Assignee assumes no Retained Liabilities, and the parties hereto agree that all such Retained Liabilities shall remain the sole responsibility of Assignor.
3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

5. General Provisions.

(a) Governing Law. This Assignment and Assumption Agreement will be governed by and construed under the laws of the Commonwealth of Virginia without regard to conflicts-of-laws principles that would require the application of any other law.

(b) Execution Of Assignment and Assumption Agreement. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and Assumption Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and Assumption Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment and Assumption Agreement as to the parties and may be used in lieu of the original Assignment and Assumption Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

ASSIGNEE:

MAPQUEST, INC.

B&H MAPPING LLC

By: [Signature]

By: \_\_\_\_\_

Print Name: Dave Lobin

Print Name: \_\_\_\_\_

Title: VP

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

ASSIGNEE:

MAPQUEST, INC.

B&H MAPPING LLC

By: \_\_\_\_\_

By: *R. H. A. Bink*

Print Name: \_\_\_\_\_

Print Name: *Robert S. Bink*

Title: \_\_\_\_\_

Title: *President*

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU  
206 NORTH OFFICE BUILDING  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.STATE.PA.US/CORP

**GeoNova LLC**

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 3651488

CT CORPORATION SYSTEM  
100 Pine Street, Suite 325  
Harrisburg, PA 17101

**TRADEMARK**

**REEL: 003435 FRAME: 0570**

**PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU**

**Certificate of Amendment-Domestic**  
(15 Pa.C.S.)

- Limited Partnership (§ 8512)  
 Limited Liability Company (§ 8951)

Name \_\_\_\_\_  
Address **CT CORP-COUNTER**  
City \_\_\_\_\_

Document will be returned to the  
name and address you enter to  
the left.

Commonwealth of Pennsylvania  
LIMITED LIABILITY AMENDMENT 4 Page(s)



Fee: \$70

In compliance with the requirements of the applicable provisions (relating to certificates of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:  
**B&H Mapping LLC**

2. The date of filing of the original Certificate of Limited Partnership/Organization: **May 25, 2006**

3. Check, and if appropriate complete, one of the following:  
 The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:  
**The name of the limited liability company shall be GeoNova LLC**  
 The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

4. Check, and if appropriate complete, one of the following:  
 The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.  
 The amendment shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date Hour



5. Check if the amendment restates the Certificate of Limited Partnership/Organization:

The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this

\_\_\_\_\_ day of \_\_\_\_\_, 2006.

B&H Mapping LLC

\_\_\_\_\_  
Name of Limited Partnership/Limited Liability Company

*R. H. [Signature]*  
\_\_\_\_\_  
Signature

*Managing Member LLC*  
\_\_\_\_\_  
Title



PENNSYLVANIA  
**Department of State**

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Search  
 By Business Name  
 By Business Entity ID  
 Verify  
 Verify Certification

**Date:** 10/26/2006

### Business Entity Filing History

(Select the link above to  
 view the Business Entity's  
 Filing History)

### Business Name History

Name	Name Type
GeoNova LLC	Current Name
B&H Mapping LLC	Prior Name

### Limited Liability Company - Domestic - Information

<b>Entity Number:</b>	3651488
<b>Status:</b>	Active
<b>Entity Creation Date:</b>	5/25/2006
<b>State of Business.:</b>	PA
<b>Registered Office Address:</b>	No Address
<b>Mailing Address:</b>	No Address

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PENNSYLVANIA  
**Department of State**

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Search

Date: 10/26/2006

By Business Name

By Business Entity ID

Verify

Verify Certification

**Current Name:** GeoNova LLC

**Date**  
5/25/2006  
10/4/2006

**Document**  
Creation Filing  
Amendment

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