

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Asset Purchase Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Surface Systems, Inc. | | 06/30/2006 | CORPORATION: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | Data Transmission Network Corporation | | |
| Street Address: | 9110 W. Dodge Road | | |
| City: | Omaha | | |
| State/Country: | NEBRASKA | | |
| Postal Code: | 68114 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1466715 | SCAN*CAST | |
| Registration Number: | 2523719 | TRADERWEATHER | |
| Registration Number: | 2523716 | TRUCKERWEATHER | |
| Registration Number: | 1992681 | TRAVELCAST | |
| Registration Number: | 2279994 | SSI WEATHER SOURCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (402)346-1148 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 402-346-6000 | | |
| Email: | pamela.flint@kutakrock.com | | |
| Correspondent Name: | Pamela Flint, Paralegal | | |
| Address Line 1: | 1650 Farnam Street | | |
| Address Line 4: | Omaha, NEBRASKA 68102 | | |
| ATTORNEY DOCKET NUMBER: | DTN ASSIGNMENT | | |

OP \$140.00 1466715

| | |
|---|----------------------------|
| NAME OF SUBMITTER: | Pamela S. Flint, Paralegal |
| Signature: | /Pamela S. Flint/ |
| Date: | 12/06/2006 |
| Total Attachments: 6 source=DTN Assign #page1.tif source=DTN Assign #page2.tif source=DTN Assign #page3.tif source=DTN Assign #page4.tif source=DTN Assign #page5.tif source=DTN Assign #page6.tif | |

ASSET PURCHASE AGREEMENT

between

DATA TRANSMISSION NETWORK CORPORATION

and

SURFACE SYSTEMS, INC.

Dated as of June 30, 2006

Asset Purchase Agreement Between DTN and SSI

Schedule 2.01(d) - IP Rights

Registered Trademarks:

- | | | |
|---|--------------------|--------------|
| 1 | SCAN*CAST | No.1,466,715 |
| 2 | TraderWeather | No.2,523,719 |
| 3 | TruckerWeather | No.2,523,716 |
| 4 | TravelCAST | No.1,992,681 |
| 5 | SSI Weather Source | No.2,279,994 |

Domain Names:

- | | |
|---|--|
| 6 | www.traderweather.com |
| 7 | www.truckersweather.com |
| 8 | www.truckerweather.com |
| 9 | www.weathersource.com |

Patents and Patent Applications

- | | |
|---|--|
| 8 | Application No. 09/755,815 "Method and System for Weather Forecasting" |
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Liens to assets held by LaSalle Bank National Association will be released on the Closing Date.

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is entered into as of June 30, 2006, by **SURFACE SYSTEMS, INC.**, a Missouri corporation ("Seller"), and **DATA TRANSMISSION NETWORK CORPORATION**, a Delaware corporation ("Buyer"), pursuant and subject to that certain Asset Purchase Agreement, dated as of June 30, 2006, by and between Buyer and Seller (the "Purchase Agreement"). This Bill of Sale is effective as of the Effective Time. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

1. ***Sale, Transfer and Assignment of the Purchased Assets.*** As of the Effective Time and for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and deliver the Purchased Assets unto Buyer, subject in all respects to each and all of the terms and provisions of the Purchase Agreement.

2. ***Assumption.*** Buyer hereby assumes and agrees to pay, perform and discharge the Forward Looking Obligations, subject to the terms of the Purchase Agreement. Other than as specifically stated above, Buyer assumes no debt, liability or obligation of Seller by this Bill of Sale, and it is expressly understood and agreed that all debts, liabilities and obligations not assumed hereunder by Buyer shall remain the sole obligation of Seller and no person, firm or corporation other than Seller shall have any rights under this Bill of Sale or the provisions contained herein.

3. ***Further Assurances.*** Seller and Buyer each agree and covenant, from time to time on or after the date hereof, upon the reasonable request of the other, to execute and deliver to the other such further documents or instruments of assignment, conveyance, transfer and confirmation and to take such action as may be reasonably necessary in order to more effectively convey and transfer the Purchased Assets or specific assets conveyed hereby to, and to vest and confirm title to such Purchased Assets or specific assets in, Buyer. The execution and delivery of any such additional documents or instruments shall not affect the validity of this Bill of Sale and shall be subject in all respects to each and all of the terms and provisions of the Purchase Agreement.

4. ***Binding Instrument.*** This Bill of Sale and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the Seller and Buyer and their respective successors and assigns. All representations, warranties, covenants, agreements and indemnities (and conditions, as applicable) contained in and made, granted or otherwise given by Seller and Buyer in the Purchase Agreement or any other agreement executed by such parties in connection with the transaction contemplated by the Purchase Agreement (the "Transaction Agreements") shall survive the execution and delivery of this Bill of Sale and shall continue in full force and effect as provided in the Transaction Agreements.

5. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

6. **Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law principles thereof.

7. **Amendment.** This Bill of Sale may not be modified or amended without the prior written consent of all of the parties.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Bill of Sale as of the date first written above.

SURFACE SYSTEMS, INC.

By Bruce Reimer
Bruce Reimer, Executive Vice President

DATA TRANSMISSION NETWORK
CORPORATION


By _____
Richard G. Hallé, Chief Financial Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SURFACE SYSTEMS, INC.

By _____
Bruce Reimer, Executive Vice President

DATA TRANSMISSION NETWORK
CORPORATION

By  _____
Richard G. Hallé, Chief Financial Officer