

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fawcette Technical Publications, Inc.		12/22/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	101 Communications LLC
<b>Street Address:</b>	9121 Oakdale Avenue
<b>City:</b>	Chatsworth
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91311
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2124959	THUNDER LIZARD PRODUCTIONS
Registration Number:	2069576	
Registration Number:	2225805	VBITS
Registration Number:	2538157	VSLIVE!
Registration Number:	2913539	SQLLIVE!

**CORRESPONDENCE DATA**

Fax Number: (617)439-4170  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-439-4444  
 Email: bcampbell@eapdlaw.com  
 Correspondent Name: Gregory F. Curtis  
 Address Line 1: P.O. Box 55874  
 Address Line 2: Edwards Angell Palmer & Dodge LLP  
 Address Line 4: Boston, MASSACHUSETTS 02205

CH \$140.00 2124959

ATTORNEY DOCKET NUMBER:	300884/0003
NAME OF SUBMITTER:	Gregory F. Curtis
Signature:	/Gregory F. Curtis/
Date:	12/28/2006
Total Attachments: 5 source=Fawcette Trademark Assignment#page1.tif source=Fawcette Trademark Assignment#page2.tif source=Fawcette Trademark Assignment#page3.tif source=Fawcette Trademark Assignment#page4.tif source=Fawcette Trademark Assignment#page5.tif	

## TRADEMARK ASSIGNMENT

This Assignment is made on this 22<sup>nd</sup> day of December, 2006 (the "Trademark Assignment") between FAWCETTE TECHNICAL PUBLICATIONS, INC., a California corporation with a principal place of business located at 2600 S. El Camino Real, San Mateo, CA 94402 ("Assignor"), and 101COMMUNICATIONS LLC, a Delaware limited liability company with a principal place of business at 9121 Oakdale Avenue, Chatsworth, CA 91311 ("Assignee").

WHEREAS, Assignor owns the Marks, as defined in the Asset Purchase Agreement, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said Marks (the "Trademarks"); and

WHEREAS, by an Asset Purchase Agreement, dated as of the date hereof by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor has sold the Assets (as defined in the Asset Purchase Agreement) to Assignee, and in connection therewith, Assignor has agreed to assign and Assignee has agreed to acquire, all Assignor's right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications therefor and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents necessary to record the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Execution Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

FAWCETTE TECHNICAL PUBLICATIONS, INC.  
("Assignor")

By: [Signature] 12/19  
Name: James E. Fawcette  
Title: President & CEO

ACKNOWLEDGED AND ACCEPTED BY:

101 COMMUNICATIONS LLC  
("Assignee")

By: \_\_\_\_\_  
Name: Neal Vitale  
Title: President & CEO

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

FAWCETTE TECHNICAL PUBLICATIONS, INC.  
("Assignor")

By: \_\_\_\_\_  
Name: James E. Fawcette  
Title: President & CEO


ACKNOWLEDGED AND ACCEPTED BY:

101 COMMUNICATIONS LLC  
("Assignee")

By: Neal Vitale  
Name: Neal Vitale  
Title: President & CEO

[Signature Page to Trademark Assignment]

**Schedule of Intellectual Property Owned by Fawcette Technical Publications, Inc.**  
October 31, 2006

U.S. Trademarks:							
Mark	Serial No.	Filed	Reg. No.	Issued	Goods / Services and Class	Owner of Record	Notes/Current Status
THUNDER LIZARD PRODUCTIONS	75/119,709	7/17/96	2,124,959	12/30/97	Educational services, namely, arranging and conducting classes, seminars, conferences and workshops relating to computer hardware and software, in Class 41	Fawcette Technical Publications, Inc.	Renewal due 12/30/07
	75/119,710	6/17/96	2,069,576	6/10/97	Educational services, namely, arranging and conducting classes, seminars, conferences and workshops relating to computer software and hardware, in Class 41	Fawcette Technical Publications, Inc.	Renewal due 6/10/07
VBITS	75/419,498	1/15/98	2,225,805	2/23/99	Educational services, namely, arranging, organizing and conducting classes, seminars, conferences or workshops, all in the field of computers, computing, computer software, computer software design, or computer communications, in Class 41	Fawcette Technical Publications, Inc.	Renewal due 2/23/09
VSLIVE!	76/233,892	3/28/01	2,538,157	2/12/02	Arranging and conducting educational conferences; educational services, namely, organizing and conducting seminars and workshops in the fields of computer software, computer software development, computing, and distributing course materials therewith, in Class 41	Fawcette Technical Publications, Inc.	Maintenance affidavit due 2/12/08
SQLLIVE!	76/390,894	4/3/02	2,913,539	12/21/04	Arranging and conducting educational conferences; educational services, namely, organizing and conducting seminars and workshops in the fields of computer software, computer software development, computing, and distributing course materials therewith, in Class 41	Fawcette Technical Publications, Inc.	Maintenance affidavit due 12/21/10