

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Post Newsweek Media, Inc.		12/22/2006	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	1105 Media, Inc.
Street Address:	9121 Oakdale Ave
Internal Address:	Suite 101
City:	Chatsworth
State/Country:	CALIFORNIA
Postal Code:	91311
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3172704	DEFENSE SYSTEMS
Registration Number:	1421409	FOSE
Registration Number:	3118300	GOVERNMENT LEADER
Registration Number:	2514482	TECHFAST
Registration Number:	1759776	GOVERNMENT COMPUTER NEWS
Registration Number:	1843135	WASHINGTON FAST 50 TECHNOLOGY
Registration Number:	1836733	WASHINGTON TECHNOLOGY
Registration Number:	2447688	WASHINGTON TECHWAY

CORRESPONDENCE DATA

Fax Number: (888)325-9185  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 401.276.6537  
 Email: bcampbell@eapdlaw.com  
 Correspondent Name: Robert E. Baute, Jr.

CH \$215.00 3172704

Address Line 1: 2800 Financial Plaza  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	300884/0004
NAME OF SUBMITTER:	Robert E. Baute, Jr.
Signature:	/Robert E. Baute, Jr./
Date:	01/03/2007

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT**

This Assignment is made on this 22<sup>nd</sup> day of December, 2006 (this "**Trademark Assignment**"), between Post Newsweek Media, Inc., a Maryland corporation ("**Assignor**"), and 1105 Media, Inc., a Delaware corporation ("**Assignee**"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, by an Asset Purchase and Sale Agreement, dated as of December 8, 2006, by and among Assignor and Assignee (the "**Asset Purchase Agreement**"), Assignor is selling to Assignee, and Assignee is purchasing from Assignor, all of Assignor's right, title, and interest in and to the Purchased Assets, and in connection therewith, Assignor has agreed to assign and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to all of the trademarks, service marks, trade dress, logos, Tradenames and corporate names owned and used by Assignor in the operation of the Business, along with the goodwill associated therewith, including, but not limited to, the trademarks listed on Exhibit A hereto, but excluding any Retained Assets (collectively, the "**Trademarks**"), and all registrations, renewals and applications therefor.

NOW THEREFORE, in consideration of the mutual agreements contained in the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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 thereof and all goodwill pertaining thereto, 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 rights of indemnification 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 reasonable request of Assignee 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 register in the name of Assignee 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 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 permitted successors and assigns under the Asset Purchase Agreement.

This Trademark Assignment will be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of law principles of such jurisdiction which would apply the laws of a different jurisdiction.

This Trademark Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

**[Signature Page Follows]**

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

1105 MEDIA, INC.,  
a Delaware corporation, as Assignee

POST NEWSWEEK MEDIA, INC.,  
a Maryland corporation, as Assignor

By: Neal Vitale  
Name: Neal Vitale  
Title: President and Chief Executive Officer

By: \_\_\_\_\_  
Name:  
Title:

Subscribed and sworn before me  
this 14 day of December, 2006

My commission expires: 10/31/10

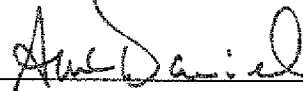
Julia A. D'Amico  
Notary Public

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

1105 MEDIA, INC.,  
a Delaware corporation, as Assignee

POST NEWSWEEK MEDIA, INC.,  
a Maryland corporation, as Assignor

By: \_\_\_\_\_  
Name: Neal Vitale  
Title: President and Chief Executive Officer

By:  \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK

REEL: 003453 FRAME: 0996



**EXHIBIT A**  
**TRADEMARKS**

United States Trademarks Registered				
Trademark	Status	Application Number	Registration Number	Registration Date
<u>Defense Systems</u>	<u>78/707,122</u>	<u>9/6/2005</u>	<u>3,172,704</u>	<u>11/14/2006</u>
<u>Fose</u>	<u>73/595,293</u>	<u>4/25/1986</u>	<u>1,421,409</u>	<u>12/16/1986</u>
<u>Government Computer News</u>	<u>73/705,344</u>	<u>1/12/1988</u>	<u>1,759,776</u>	<u>3/23/1993</u>
<u>Government Leader</u>	<u>78/533,595</u>	<u>12/16/2004</u>	<u>3,118,300</u>	<u>7/18/2006</u>
<u>Techfast</u>	<u>76/025,146</u>	<u>4/13/2000</u>	<u>2,514,482</u>	<u>12/4/2001</u>
<u>Washington Fast 50 Technology</u>	<u>74/341,175</u>	<u>12/18/1992</u>	<u>1,843,135</u>	<u>7/5/1994</u>
<u>Washington Technology</u>	<u>74/341,066</u>	<u>12/18/1992</u>	<u>1,836,733</u>	<u>5/17/1994</u>
<u>Washington Techway</u>	<u>75/884,988</u>	<u>1/3/2000</u>	<u>2,447,688</u>	<u>5/1/2001</u>