# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Florida Educational Technology		01/12/2007	Not For Profit
Corporation		01/12/2007	Corporation: FLORIDA

## **RECEIVING PARTY DATA**

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

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2653250	FLORIDA EDUCATIONAL TECHNOLOGY CONFERENCE

#### **CORRESPONDENCE DATA**

Fax Number: (203)975-7180

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203-353-6834

Email: clondon@eapdlaw.com

Correspondent Name: Edwards Angell Palmer & Dodge LLP

Address Line 1: 301 Tresser Boulevard

Address Line 2: Paralegal Christina London

Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	300884.0005 101COMM	
NAME OF SUBMITTER:	Christina London	
Signature:	/christina london/	

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Date:	01/12/2007	
Total Attachments: 5		
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TRADEMARK
REEL: 003460 FRAME: 0245

#### TRADEMARK ASSIGNMENT

This Assignment is made on this 12<sup>th</sup> day of January, 2007 (the "Trademark Assignment") between FLORIDA EDUCATIONAL TECHNOLOGY CORPORATION, a Florida not-for-profit corporation with a principal place of business located at 2851 Remington Green Circle, Suite B, Tallahassee, FL 32308 ("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 and identified on Exhibit A attached hereto, 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.

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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]

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

FLORIDA EDUCATIONAL TECHNOLOGY CORPORATION

("Assignor")

Name: U

Title:

ACKNOWLEDGED AND ACCEPTED BY:

101COMMUNICATIONS LLC ("Assignee")

Ву:\_\_

Name:

Neal Vitale

Title:

President & CEO

[Signature Page to Trademark Assignment]

**TRADEMARK REEL: 003460 FRAME: 0248** 

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

> FLORIDA EDUCATIONAL TECHNOLOGY CORPORATION ("Assignor")

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

Larry Nanns

President

ACKNOWLEDGED AND ACCEPTED BY:

101 COMMUNICATIONS LLC

("Assignee")

Name:

Neal Vitale

Title:

Chief Executive Officer and President

[Signature Page to Trademark Assignment]

**TRADEMARK REEL: 003460 FRAME: 0249** 

# Exhibit A

Mark (State trademark)	Serial No.	Reg No.	Issued-	Goods / Services	Owner of Record
FLORIDA EDUCATIONAL TECHNOLOGY CONFERENCE	76/068,069	2,653,250	11/26/2002	Arranging and Conducting annual educational conferences in the field of technology in Class 41	Florida Educatioanl Technology Corporation 1910 Buford Boulevard, Suite 1 Tallahassee, FL 32301

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**RECORDED: 01/12/2007**