

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
Gadgetsplace, Inc.		10/26/2001	CORPORATION:
RECEIVING PARTY DATA			
Name:	InPhonic, Inc.		
Street Address:	1010 Wisconsin Avenue, N.W.		
Internal Address:	Suite 600		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20007		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2566727	GADGETSPACE	
CORRESPONDENCE DATA			
Fax Number:	(202)457-6315		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-457-6000		
Email:	dlodge@pattonboggs.com, jtrevino@pattonboggs.com, ccauls@pattonboggs.com		
Correspondent Name:	Deborah M. Lodge		
Address Line 1:	2550 M Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
NAME OF SUBMITTER:	Deborah M. Lodge		
Signature:	/Deborah M. Lodge/		
Date:	01/30/2007		

OP \$40.00 2566727

Total Attachments: 4

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PURCHASE AGREEMENT AND PLAN OF REORGANIZATION

THIS PURCHASE AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement") is entered into as of this 26 day of October 2001 (the "Effective Date") by and between INPHONIC, INC., a Delaware corporation ("Buyer") and GADGETSPACE, INC., a North Carolina corporation ("Seller").

RECITALS

WHEREAS, Seller desires to transfer to Buyer at the Closing (as hereinafter defined), and Buyer desires to acquire from Seller substantially all of Seller's assets, as more fully described herein, upon and subject to the terms and conditions contained in this Agreement.

WHEREAS, it is intended by the parties that the transaction qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(c) of the Internal Revenue Code of 1986, as amended (the "Code"). For accounting purposes, it is intended that the transaction be treated as a "purchase".

AGREEMENT

Now, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intending to be legally bound, hereby agree as set forth below.

ARTICLE 1

DEFINITIONS

Definitions. In addition to the terms defined elsewhere herein, when used herein, the following capitalized terms shall have the meanings indicated:

"Act of Bankruptcy" when used in reference to any Person, shall mean the occurrence of any of the following with respect to such Person: (a) such Person shall have made an assignment of all or substantially all of its assets for the benefit of his or its creditors; (b) such Person shall have filed a voluntary petition in bankruptcy; (c) such Person shall have been adjudicated bankrupt or insolvent; (d) such Person shall have filed any petition or answer seeking for himself or itself any reorganization, liquidation, dissolution or similar relief; (e) such Person shall have sought or consented to, or acquiesced in, the appointment of any trustee, receiver, or liquidator of such Person of all or substantially all of the properties of such Person; or (f) sixty (60) days shall have elapsed after the commencement of an action against such Person seeking reorganization, arrangement, liquidation, dissolution or similar relief without such action having been dismissed.

"Affiliate" when used in reference to any Person, shall mean any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person in question.

"Applicable Law(s)" shall mean any applicable federal, state, local or foreign law, ordinance, order, regulation, rule or requirement of any governmental or quasi-governmental agency, instrumentality, board, commission, bureau or other authority having jurisdiction.

"Assets" shall mean (i) all right, title and interest of Seller in and to the assets, real property, personal property, equipment, intellectual property, software and other property of Seller set forth on Exhibit 1 attached hereto (the "Inventory"), (ii) all transferable net operating losses, capitalized expenses and research and development costs of Seller which may benefit the Buyer, (iii) a certificate of deposit in an amount of at least \$201,852, (iv) the sum of \$100,000 in cash which represents prepayment of fees under the contract between Seller and Symbol Technologies, Inc. and (v) the sum of \$1,000,000 in additional cash.

"Material Adverse Effect" shall mean any material adverse change or any development involving a prospective material adverse change in or affecting the general affairs, business, prospects, management, financial position, stockholders' equity or results of operations of a Person, taken as a whole.

"Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, unincorporated association, trust or other legal entity.

"Transferred Names" shall have the meaning set forth in Exhibit 7 to this Agreement.

ARTICLE II

SALE AND TRANSFER OF ASSETS AND ASSUMPTION OF CERTAIN LIABILITIES

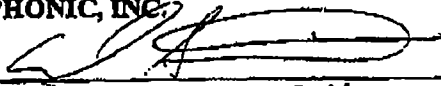
2.1 Transfer of Assets. Except as otherwise herein expressly set forth, Seller hereby agrees that at the Closing provided for in Section 4.1 hereof (the "Closing"), Seller shall sell, assign, transfer, convey and deliver to Buyer all of Seller's right, title and interest in and to the Assets.

2.2 Excluded Assets. Seller and Buyer understand and agree that the sale, assignment, transfer, conveyance and delivery specified in Section 2.1 hereof shall not include any assets, rights or property of Seller other than those expressly included in the definition of Assets.

2.3 Assumed Obligations. Buyer agrees that at the Closing, Buyer shall assume those contracts, agreements, leases, covenants, obligations and liabilities on the list attached hereto as Exhibit 2 (collectively, the "Assumed Liabilities"). As of the Closing Date, Seller, as soon as reasonably practicable thereafter, will terminate any and all of Seller's other contracts, leases,

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

INPHONIC, INC.


Name: DAVID A. STEINBERG
Title: CEO

GADGETSPACE, INC.



Name: David Mattinger
Title: Chairman & President

EXHIBIT 7**TRADEMARK/DOMAIN ASSIGNMENT AGREEMENT**

This TRADEMARK/DOMAIN ASSIGNMENT AGREEMENT (the "*Agreement*") is made as of October __, 2001 by and between GadgetSpace, Inc., a North Carolina corporation ("*Seller*") and InPhonic, Inc., a Delaware corporation ("*Buyer*").

WHEREAS, Seller wishes to effect the sale and transfer of substantially all its assets to Buyer pursuant to the terms of that certain Asset Purchase Agreement and Plan of Reorganization by and among Buyer and Seller and dated as of October __, 2001 (the "*Asset Purchase Agreement*");

WHEREAS, Buyer has requested that among the Assets (as defined in the Asset Purchase Agreement), Seller transfer the rights to the Transferred Names (attached hereto as Exhibit 3A); and

WHEREAS, Seller has agreed to undertake such transfer to Buyer.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.
2. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller's rights to the Transferred Names, and all derivatives and formatives thereof (in each case whether or not registered), all issued registrations and pending applications for registration, and all licenses for the foregoing.
3. The entire right, title and interest in and to such Transferred Names is to be held and enjoyed by Buyer for its own use and benefit and for the use and benefit of its successors and assigns, as fully and as entirely as the same would have been held and enjoyed by Seller had this assignment not been made.
4. Seller hereby covenants, agrees and warrants that it will, at any time upon reasonable request, without further compensation, execute and deliver any and all papers or instruments that may become necessary or desirable to secure to Buyer the full enjoyment of the rights and properties herein conveyed or intended to be conveyed.
5. Buyer hereby grants Seller a nontransferable, limited, royalty-free license to use the mark "GadgetSpace" as part of Seller's corporate name until the earlier of (i) Seller's dissolution or (ii) March 31, 2002.
6. All of the terms and provisions of this Agreement shall be binding upon Seller and its respective successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.