

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
Reel Direct, Inc.	FORMERLY USA Direct, Inc./U.S.A. Direct, Inc.	01/16/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	USA Direct, LLC
Street Address:	250 West Pratt Street
Internal Address:	18th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2996998	MAILNOW
Registration Number:	2115653	PLYPAK
Registration Number:	1628567	USA DIRECT
Registration Number:	2845250	USAMAILNOW
Registration Number:	1452472	USAD
Registration Number:	2847639	USA-DIRECT.COM

CORRESPONDENCE DATA

Fax Number: (303)863-0223
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3038632972
 Email: sstavish@sheridanross.com
 Correspondent Name: Sabrina C. Stavish
 Address Line 1: 1560 Broadway

CH \$165.00 2996998

Address Line 2: Suite 1200
Address Line 4: Denver, COLORADO 80237

ATTORNEY DOCKET NUMBER:	4081UD
NAME OF SUBMITTER:	Sabrina Stavish
Signature:	/Sabrina Stavish/
Date:	03/06/2007

Total Attachments: 3
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INTELLECTUAL PROPERTY ASSIGNMENT

This is an INTELLECTUAL PROPERTY ASSIGNMENT by Reel Direct, Inc., a Pennsylvania corporation, formerly known as USA Direct, Inc./U.S.A. Direct, Inc. (the "Assignor"), to USA Direct, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

The Assignee and the Assignor are parties to an Asset Purchase Agreement dated as of May 31, 2006 (the "Purchase Agreement"), pursuant to which the Assignor has sold to the Assignee and the Assignee has purchased from the Assignor the Purchased Assets (as defined in the Purchase Agreement), including without limitation the trademarks and trademark applications of the Assignor. Pursuant to the Purchase Agreement, the Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to sell, convey, assign, transfer, deliver, assure and confirm to the Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Purchased Assets.

In accordance therewith, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Assignor's worldwide right, title and interest in, to and under the Assignor's registered and unregistered trademarks, including without limitation the trademark application and registrations listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Trademarks").

NOW, THEREFORE, the Assignor, for and in exchange for the payment of good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to the Assignee, and the Assignee hereby accepts the transfer and assignment of, all of the Assignor's worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademarks, whether arising prior to or subsequent to the date of this Intellectual Property Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, Mexico and in any other jurisdiction, the same to be held and enjoyed by the said the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said the Assignor had this Intellectual Property Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

REEL DIRECT, INC. (FORMERLY
KNOWN AS USA DIRECT, INC./U.S.A.
DIRECT, INC.)

By: Richard M. Stone
Title: CEO
Date: 1/16/07

SCHEDULE A

Registered Trademarks

Trademark	Registration No.	Registration Date
MailNow	2,996,998	September 20, 2005
PlyPak	2,115,653	November 25, 1997
USA Direct	1,628,567	December 18, 1990
USA Direct – The Power to Produce the Best Ideas in Direct Marketing (& design)	2,386,873	September 19, 2000
USA Mail Now (logo)	2,845,250	May 25, 2004
USAD	1,452,472	August 11, 1987
USA-Direct.com	2,847,639	June 1, 2004

Pending Trademark Application

Trademark	Application Number	Application Date
Teaser Notes	78/496,099	October 7, 2004