

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transcontinental Direct U.S.A. Inc.		05/12/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Specialists Marketing Services, Inc.		
Street Address:	1200 Harbor Boulevard, 9th Floor		
City:	Weehawken		
State/Country:	NEW JERSEY		
Postal Code:	07086		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3101748	TECHNOTIFY	
CORRESPONDENCE DATA			
Fax Number:	(847)441-0911		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(847) 441-9100		
Email:	pto@nealmcdevitt.com		
Correspondent Name:	Lisa A. Iverson		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	60277.0011		
NAME OF SUBMITTER:	Lisa A. Iverson		
Signature:	/Lisa A. Iverson/		
Date:	04/04/2007		

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Total Attachments: 2

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated May 12, 2006, by and between Transcontinental Direct U.S.A. Inc., a corporation organized under the laws of the State of Delaware ("Seller") and Specialists Marketing Services, Inc., a corporation organized under the laws of the State of New York ("Buyer").

Recitals:

Seller is engaged in, among Seller's other businesses, the business of providing list brokerage, list management and database management services through its List Services division operating out of premises leased by the Seller in Bohemia, New York (collectively, the "List Business"). List brokerage involves the sourcing and renting of direct mail, telemarketing and email lists (collectively "Lists") on behalf of clients (e.g. the mailer or user of the List). List management involves acting as the sales representative of a List owned by a client and includes, without limitation, marketing, sales, coordination of data updates and List delivery, rental fee collections and royalty submissions to List owners. Database management involves acting as the sales representative for a database comprised of a group of Lists owned by clients and includes, without limitation, data consolidation, data updates, providing marketing, sales, coordination of List delivery rental fee collections and royalty submission to List owners.

Seller wishes to sell and Buyer wishes to purchase substantially all of the assets of Seller that are used exclusively in the List Business, and to assume the ongoing obligations of Seller related exclusively to the List Business, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, Seller and Buyer, intending to be legally bound, hereby agree as follows:

ARTICLE I

Transfer of Assets; Assumption of Liabilities; Consideration

1.1 Transfer of Property and Assets.

(a) At the Closing, Seller shall sell, transfer, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all right, title and interest of Seller in and to the following assets of Seller used or held for use exclusively in the List Business, as they exist on the Closing Date, but excluding the Excluded Assets (collectively, the "Transferred Assets"):

(i) all furniture and fixtures owned by Seller and located at the Leased Premises, as set forth on Schedule 1.1 attached hereto;

(ii) the lease (the "Lease") for the premises located at 608 Johnson Avenue, Suite #1, Bohema, NY (the "Leased Premises");

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(iii) all of the computer hardware, equipment and computer servers used or held for use exclusively in connection with the List Business and set forth on Schedule 1.1, and to the extent assignable by Seller, all of Seller's rights to the software imbedded in such equipment;

(iv) all rights of Seller in and to the software and computer programs used or held for use exclusively in the conduct of the List Business and set forth on Schedule 1.1, to the extent assignable by Seller;

(v) all rights of Seller under contracts, commitments, understandings, binding arrangements, licenses and purchase orders related exclusively to the List Business or any of the Transferred Assets, including but not limited to those listed on Schedule 1.1, to the extent they are assignable by Seller (collectively, the "Contracts");

(vi) all the books and records in Seller's possession relating exclusively to the conduct of the List Business (in whatever form stored or contained), including sales records, files, advertising materials, current customer and advertising records lists and cost and pricing information, directories, sourcebooks, buyer's guides, prospects lists, and other documents or information including but not limited to, business plans and trademark files, other than records kept for financial reporting or tax purposes and excluding any of the foregoing that relate exclusively to the Excluded Assets or the Retained Liabilities, it being understood that Seller may (but shall not be obligated to) retain copies of any or all such items;

(vii) all right, title and interest of Seller in and to all permits, approvals, franchises, licenses or other authorizations granted to Seller by any Governmental Entity that are used or held for use exclusively in the conduct of the List Business, to the extent they are transferable (the "Permits");

(viii) all right, title and interest of Seller in and to all registered copyrights or unregistered copyrights and copyright applications owned by Seller and used or held for use exclusively in the conduct of the List Business and listed on Schedule 1.1 (the "Copyrights");

(ix) all right, title and interest of Seller in and to all domestic and international trademarks, trademark applications and trademark registrations, trade names and service marks that are owned by Seller and are used or held for use exclusively in the conduct of the List Business and listed on Schedule 1.1, together with the goodwill associated therewith, including, without limitation, the name "TECHNotify" (the "Trademarks");

(x) all right, title and interest of Seller in and to the know-how, methods and processes, inventions, discoveries, trade secrets, improvements, names and titles of all products (to the extent not otherwise included in the Copyrights or Trademarks), and other intellectual property rights owned by Seller and used or held for use exclusively in the conduct of the List Business and, to the extent transferable by Seller, the URLs, domain names and Internet web site content that are owned by Seller and used or held for use exclusively in connection with the List Business and listed on Schedule 1.1 (together with the Trademarks and the Copyrights, the "Intellectual Property");