

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/25/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Daratech, Inc.		04/25/2007	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Access Intelligence, LLC
Street Address:	4 Choke Cherry Road
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20850
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77162856	DARATECHPLANT
Serial Number:	77160718	DARATECH, INC.

CORRESPONDENCE DATA

Fax Number: (212)629-4013
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jmost@goetzfitz.com
 Correspondent Name: Jack L. Most, Esq.
 Address Line 1: One Penn Plaza - Suite 4401
 Address Line 4: New York, NEW YORK 10119

ATTORNEY DOCKET NUMBER:	62915/17158
NAME OF SUBMITTER:	Jack L. Most
Signature:	/jlm/

OP \$65.00 77162856

Date:

08/16/2007

Total Attachments: 5

source=Daratech.formal.assignment#page1.tif

source=Daratech.formal.assignment#page2.tif

source=Daratech.formal.assignment#page3.tif

source=Daratech.formal.assignment#page4.tif

source=Daratech.formal.assignment#page5.tif

DEFINITIVE ASSET PURCHASE AGREEMENT

1 This Asset Purchase Agreement (this "**Agreement**") is dated as of April 25, 2007
 2 by and between Access Intelligence LLC, 4 Choke Cherry Road, Second Floor.
 3 Rockville, Maryland, 20850, a Delaware limited liability company (the "**Buyer**"), and
 4 Daratech, Inc., a Massachusetts corporation (the "**Seller**"), and Charles M. Foundyller
 5 and Ruth Dara Murphy (each a "**Shareholder**" and collectively the "**Shareholders**").

WITNESSETH:

6
 7 **WHEREAS**, Seller is engaged in the business of organizing, producing,
 8 marketing and selling a conference known as daratechPLANT (the "**Business**") in
 9 addition to its other conference, market research and other business activities, and

10 **WHEREAS** the Buyer desires to purchase certain Business related assets and to
 11 assume certain Business related liabilities from Seller, and Seller desires to sell such
 12 Business related assets and transfer such Business related liabilities to Buyer, as these
 13 Business related assets and Business related liabilities are hereinafter set forth, and
 14 upon the terms and subject to the conditions hereinafter set forth;

15 **NOW THEREFORE**, in consideration of the mutual promises, covenants and
 16 agreements contained in this Agreement and other good and valuable consideration, the
 17 receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as
 18 follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions

21 The following terms, as used herein, have the following meanings:

22
 23 "**Affiliate**" means, with respect to any Person, any other Person directly or
 24 indirectly controlling, controlled by, or under common control with such other
 25 Person.

26 "**Allocation Statement**" is defined Section 2.06(e)

27 "**Amount at Closing**" is defined in Section 2.06(c).

28 "**Apportioned Obligations**" is defined in Section 6.02

29 "**Assignment and Assumption Agreement**" is defined in Section 2.07(g).

30 "**Assumed Liabilities**" are defined in Section 2.03.

31 "**Business**" is defined in the first WHEREAS clause of this Agreement.

32 "**Business Day**" means a day, other than Saturday, Sunday or other day on
 33 which commercial banks in Boston, Massachusetts are authorized or required by
 34 law to close.

DEFINITIVE ASSET PURCHASE AGREEMENT

- 257 (a) **Trade Name** "DaratechPLANT" and "daratechPLANT" (collectively,
258 "daratechPLANT").
- 259 (b) **Domain Name** "daratechPLANT.com" and the content (as of the Closing Date) of
260 the www.daratechPLANT.com branch of the www.daratech.com Web site.
- 261 (c) **Attendee, Sponsor, Customer and Prospect lists** of daratechPLANT, specifically:
- 262 (i) **daratechPLANT Mailing List** developed and maintained by Seller over the life of
263 the conference and used by the Seller to market daratechPLANT.
- 264 (ii) **List of E-mail addresses** and associated no-mail list developed and maintained
265 by Seller over the life of daratechPLANT and used by the Seller to market
266 daratechPLANT.
- 267 (iii) **List of past co-sponsors** of daratechPLANT.
- 268 (iv) **Lists of registrations** for past daratechPLANT for the last five (5) years, and to
269 the extent available and not lost or destroyed, all other lists of registrations for
270 daratechPLANT.
- 271 (v) **List of prospects** of possible co-sponsors for Future Conferences.
- 272 (d) all rights under all **Contractual Obligations** listed on Schedule 3.09 or entered into
273 between the date of this agreement and the closing, with the approval of Buyer, in
274 each case to the extent Post-Closing Attributable (collectively, the "Contracts");
- 275 (e) **Business Processes** – all daratechPLANT Seller-developed hotel contracts, AV
276 contracts, co-sponsor contracts as well as daratechPLANT execution plans, and
277 daratechPLANT pricing models, policies, marketing collateral, including past
278 brochures, co-sponsorship prospectuses and exhibit space assignment processes
279 and policies;
- 280 (f) **Hotel Space Options** for hotel space and room block assignments at the Wyndham
281 Greenspoint Hotel in Houston, TX for daratechPLANT2008;
- 282 (g) all **Plant Accounts Receivable** that exist at the Closing Date;
- 283 (h) except as may be necessary to own and operate the Excluded Assets, all licenses,
284 permits or other governmental authorizations, if any, used in the conduct of
285 daratechPLANT;
- 286 (i) originals (to the extent Post-Closing Attributable) and copies (in all other cases and
287 when readily accessible by Seller) of all books, records, files, correspondence and
288 papers, whether in hard copy or electronic format, used in the conduct of
289 daratechPLANT for the last three (3) years;
- 290 (j) all goodwill associated with daratechPLANT or the Purchased Assets, together with
291 the right to represent to third parties that Buyer is the successor to the
292 daratechPLANT; and

05/24/07

0059/76127-013 Current/9535509v3

TRADEMARK
REEL: 003602 FRAME: 0655

DEFINITIVE ASSET PURCHASE AGREEMENT

1414
1415
1416
1417


IN WITNESS WHEREOF, the undersigned have caused this Asset Purchase Agreement to be duly executed by their respective authorized officers as of the date first above written.

1418
1419
1420

"SELLER"

DARATECH, INC.


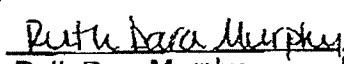
1421
1422
1423

By:  4-25-07
Name: Charles M. Foundyller
Title: Chief Executive Officer

1424

"SHAREHOLDERS"

1425
1426

 4-25-07
Charles M. Foundyller
 4-25-07
Ruth Dara Murphy

1427
1428

1429

"BUYER"

1430

ACCESS INTELLIGENCE LLC

1431
1432
1433

By: _____
Name:
Title:

1434
1435

DEFINITIVE ASSET PURCHASE AGREEMENT

1414
1415
1416
1417

IN WITNESS WHEREOF, the undersigned have caused this Asset Purchase Agreement to be duly executed by their respective authorized officers as of the date first above written.

1418
1419
1420

"SELLER"

DARATECH, INC.

1421
1422
1423

By: _____
Name: Charles M. Foundyller
Title: Chief Executive Officer

1424

"SHAREHOLDERS"

1425
1426

Charles M. Foundyller

1427
1428

Ruth Dara Murphy


1429

"BUYER"

1430

ACCESS INTELLIGENCE LLC

1431
1432
1433

By: 
Name: DONALD A. PAROZ
Title: CEO

1434
1435

**SCHEDULE 3.13(A)
INTELLECTUAL PROPERTY**

This Schedule sets forth a list of all Owned Intellectual Property and all Licensed Intellectual Property and all Business Intellectual Property registrations and applications for registration that have been made by the Seller exclusively for the Business on or before the date of the Definitive Purchase Agreement.

Owned Intellectual Property

- (a) **Registration Software** -- The Seller has developed "registration software" that it uses to register conference attendees. This software uses Microsoft Access as its platform and cannot be used without a valid Microsoft Access license. The Microsoft Access license of Seller will be not assigned to Buyer and shall be an Excluded Asset. The registration software was developed by a contractor who has signed over all of his ownership rights to the software to the Seller.
- (b) **DaratechPLANT trademark** -- An application to register the trademark "daratechPLANT" in the United State was filed on April, 2007.

Licensed Intellectual Property

The following software is used in the Business, but is also used in all other lines of Seller's business and shall not be transferred to Buyer by Seller and shall be an Excluded Asset.

- (c) **Microsoft Inc.** Software: Windows, Office
- (d) **Adobe Inc.** Software: Acrobat, Photoshop, and Illustrator.
- (e) **FrontRange Solutions Inc.** GoldMine Version 7.00