

## 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                         |
| CAIS Acquisition II, LLC   |   | 12/21/2007     | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA   |   |                |                                     |
| Name:  | Simplexity, LLC c/o Versa Capital Management, Inc.              |                |                                     |
| Street Address:  | 2929 Arch Street  |                |                                     |
| Internal Address:  | Cira Centre   |                |                                     |
| City:  | Philadelphia  |                |                                     |
| State/Country:   | PENNSYLVANIA  |                |                                     |
| Postal Code:   | 19104   |                |                                     |
| Entity Type:   | LIMITED LIABILITY COMPANY: DELAWARE                             |                |                                     |
| PROPERTY NUMBERS Total: 2  |   |                |                                     |
| Property Type  | Number  | Word Mark      |                                     |
| Registration Number:   | 3052535   | VMC            |                                     |
| Registration Number:   | 3052534   | VMC SATELLITE  |                                     |
| CORRESPONDENCE DATA  |   |                |                                     |
| Fax Number:  | (312)660-0424   |                |                                     |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |                |                                     |
| Phone:   | 312-861-2000  |                |                                     |
| Email:   | ccasey@kirkland.com, csun@kirkland.com, knunemaker@kirkland.com |                |                                     |
| Correspondent Name:  | Kirkland & Ellis LLP  |                |                                     |
| Address Line 1:  | 200 East Randolph Drive, Suite 5300                             |                |                                     |
| Address Line 2:  | c/o Chuan Sun   |                |                                     |
| Address Line 4:  | Chicago, ILLINOIS 60601   |                |                                     |
| ATTORNEY DOCKET NUMBER:  | 42088-11  |                |                                     |
| NAME OF SUBMITTER:   | Chuan Sun   |                |                                     |

TRADEMARK

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|  |             |
|--|-------------|
| Signature:   | /Chuan Sun/ |
| Date:  | 12/21/2007  |
| <p>Total Attachments: 5</p> <p>source=CAIS TM Assignment#page1.tif</p> <p>source=CAIS TM Assignment#page2.tif</p> <p>source=CAIS TM Assignment#page3.tif</p> <p>source=CAIS TM Assignment#page4.tif</p> <p>source=CAIS TM Assignment#page5.tif</p> |             |

## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this 21<sup>st</sup> day of December 2007 ("Effective Date"), by and between CAIS Acquisition II, LLC, a Delaware limited liability company ("Assignor") and Simplexity, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein shall have the meanings set forth in the Agreement (defined below).

**WHEREAS**, Assignor's and Assignee's parent companies are parties to that certain Asset Purchase Agreement, dated as of November 8, 2007, by and among Assignor, Assignee's parent company, Adeptio INPC Funding, LLC, Assignor's parent company, InPhonic, Inc. ("InPhonic"), and certain direct and indirect Subsidiaries of InPhonic (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Trademarks owned by Assignor, including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith ("Assigned Trademarks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims in law or equity by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for, and collect damages for the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks.

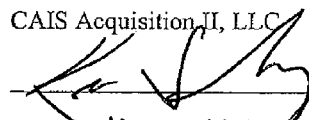
Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any

of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CAIS Acquisition II, LLC

  
Name: Kenneth D. Schwarz

Title: Treasurer

Simplexity, LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CAIS Acquisition II, LLC

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Simplexity, LLC

David S. Lorry

Name: David S. Lorry

Title: Authorized Person

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

| <b>Trademark</b> | <b>RegistrationNumber</b> | <b>Registration Date</b> |
|------------------|---------------------------|--------------------------|
| VMC              | 3,052,535                 | 1/31/06                  |
| VMC Satellite    | 3,052,534                 | 1/31/06                  |