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TO:LINDA D. BAYLISS, PARALEGAL COMPANY:425 WALNUT STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/30/2008
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raco Industries LLC		01/01/2008	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	OpenMotion LLC		
Street Address:	5480 Creek Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2834015	OPENMOTION LS	
Registration Number:	3127717	CONNECTNOW	
CORRESPONDENCE DATA			
Fax Number:	(513)381-0205		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	513-381-2838		
Email:	bayliss@taftlaw.com		
Correspondent Name:	Linda D. Bayliss, paralegal		
Address Line 1:	425 Walnut Street		
Address Line 2:	Suite 1800		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Linda D. Bayliss		
Signature:	/Linda D. Bayliss, paralegal/		
Date:	04/30/2008		

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Total Attachments: 6

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CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is entered into effective as of the Effective Date, by and among Racowireless Partnership, an Ohio general partnership ("Racowireless"), and OpenMotion LLC, an Ohio limited liability company ("OpenMotion") and the partners of Racowireless, Robert Deubell and Racowireless Industries, LLC (Robert Deubell and Racowireless Industries, Inc. collectively the "Partners").

RECITALS:

WHEREAS, Racowireless Industries, LLC ("Racowireless Industries"), as successor in interest to the ownership of Racowireless Industries, Inc., and Robert Deubell ("Deubell") are the sole partners in Racowireless, owning 80% and 20% thereof, respectively;

WHEREAS, the partners desire to form a new limited liability company under which to operate the business conducted by Racowireless;

WHEREAS, Racowireless desires to contribute the assets listed on Exhibit A hereto (the "Assets") and to transfer certain liabilities of Racowireless arising after the Effective Date (as defined in Section 6) under the contracts listed on Exhibit B hereto (the "Liabilities") of Racowireless to OpenMotion in exchange for a membership interest in OpenMotion;

WHEREAS, Racowireless Industries and Deubell desire that the membership interest in OpenMotion acquired by Racowireless in exchange for its contribution hereunder be immediately distributed by Racowireless to its sole partners (after which Racowireless will dissolve) and held by Racowireless Industries and Deubell as set forth in Exhibit C hereto; and

WHEREAS, OpenMotion desires to accept the Assets, assume the Liabilities and issue membership interests in OpenMotion to Racowireless as described herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Contribution of Assets. Racowireless hereby contributes, grants, transfers, conveys and assigns to OpenMotion, and OpenMotion hereby receives and accepts from Racowireless, all of Racowireless's right, title and interest in and to the Assets in exchange for One Hundred Percent (100%) of the OpenMotion interests.
2. Assumption of Liabilities. OpenMotion hereby accepts and assumes the Liabilities and will hereafter pay, perform and discharge when due the Liabilities in accordance with their terms.
3. Further Assurances. Racowireless and OpenMotion will, from time to time, upon the request of the other party hereto, take all actions and do all things (including without limitation executing, acknowledging and delivering any additional agreements, deeds or such other instruments of conveyance and transfer, and working together in good faith to secure third-party

consents relating to the Assets or Liabilities) as may be reasonably necessary to more effectively convey or transfer to, and vest in, OpenMotion, possession of the Assets.

4. Non-Transferable Assets. To the extent that Raco Wireless's transfer of any of the Assets or Liabilities to OpenMotion requires a third-party consent that cannot be obtained or would be contrary to any applicable domestic or foreign statute, rule, regulation or other legal requirement, Raco Wireless and OpenMotion will cooperate with each other in good faith to establish a reasonable and lawful arrangement to provide to OpenMotion the economic and other benefits of any such Assets or Liabilities including, without limitation, OpenMotion acting as Raco Wireless's agent with respect to any such contracts.

5. Effective Date. OpenMotion will bear the responsibility for the Liabilities and will have the benefit of the Assets as of January 1, 2008 (the "Effective Date").

6. Miscellaneous:

(a) Successors and Assigns. This Agreement will be binding upon Raco Wireless and OpenMotion and their respective authorized successors and assigns and will inure to the benefit of Raco Wireless and OpenMotion and its members and their respective authorized successors and assigns.

(b) No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement will be construed to give any person or entity other than Raco Wireless and OpenMotion and its members, or their authorized successors and assigns, any legal or equitable rights under this Agreement.

(c) Entire Agreement. This Agreement constitutes the entire agreement between Raco Wireless and OpenMotion with respect to the subject matter of this Agreement.

(d) Amendment. This Agreement may not be amended except by an instrument signed by Raco Wireless and OpenMotion.

(e) Headings. Section headings in this Agreement are included for convenience of reference only and will not constitute a part of this Agreement for any other purpose.

(f) Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the principles of conflict of laws of the State of Ohio.

(g) Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

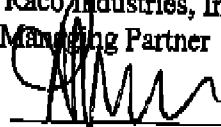
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No. 0326 P. 3/6

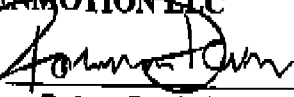
Made effective as of the Effective Date.

RACO WIRELESS, an Ohio general partnership


By: Raco Industries, Inc.
Its: Managing Partner

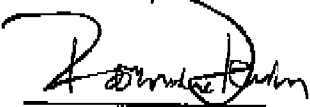
By: 
Name: Robert Adams
Title: President

OPENMOTION LLC

By: 
Name: Robert Deubell
Title: President

RACO INDUSTRIES, LLC

By: 
Name: Robert Adams
Its: President


Robert Deubell, an Individual

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EXHIBIT A**ASSETS****Software and Licenses**

1. OpenMotion Platform Software developed internally
2. Kivera License
3. 10 Best License
4. Telcontar Dev License

Intellectual Property

1. OpenMotion LS trademark
2. OpenMotion.com URL
3. OpenMotionLS.com URL and site
4. ConnectNow trademark

Contracts

1. The Contracts listed on Exhibit B.

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EXHIBIT B**LIABILITIES**

1. Yellowpages.com contract
2. Cincinnati Bell Yellow Pages contract
3. Phatnoise contract
4. Kenwood contract
5. 10 Best contract
6. Telcontar contract
7. AT&T contract
8. Yellow Book contract
9. Cingular contract
10. Custom Weather contract
11. Expedia contract
12. Hotels.com contract
13. Mobile Travel Guide contract
14. Sprint contract
15. Ticketmaster contract
16. T-Mobile contract
17. Verizon contract
18. Virgin Mobile contract
19. Whitepages.com

Non-Disclosure agreements:

1. 4Info
2. Citibank
3. Cricket
4. Go2 Media
5. InfoUSA
6. Innovative Mark
7. InterActiveCorp
8. Jumptap
9. Kyocera
10. Mastercard
11. Medio Systems
12. MFoundry
13. Microsoft
14. My Geek

EXHIBIT C

Raco Wireless will immediately distribute its 100% interest pro rata to Raco Industries and Deubell according to their interests in Raco Wireless, which will leave such parties with the following interests in OpenMotion:

Raco Industries, LLC – 80%

Robert Deubell – 20%