

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Pulvermedia, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Virgo Publishing, LLC

Internal Address: _____

Street Address: 3300 N. Central Avenue, Suite 300

City: Phoenix

State: AZ

Country: USA Zip: 85012

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 8, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
2,801,442, 3,270,585, 2,545,515, 2,572,680, 2,301,299
2,487,115

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**FOREWORD FINANCIAL, VIDEO ON THE NET, VOICE ON THE NET,
VOICE OF TELEPHONY ON THE NET, VON, VON**

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Pedro J. Rivera

Internal Address: Bryan Cave LLP
Suite 2200

Street Address: Two North Central Avenue

City: Phoenix

State: AZ Zip: 85004-4406

Phone Number: (602) 364-7000

Fax Number: (602) 364-7070

Email Address: _____

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-4467

Authorized User Name _____

9. Signature:

Pedro J. Rivera

Signature

September 25, 2008

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$165.00 024467 2801442

TRADEMARK ASSIGNMENT

WHEREAS, Pulvermedia Inc., a Delaware corporation ("Pulvermedia" or the "Assignor"), owns the marks and the federal trademark registrations therefor that are listed on the attached Schedule 1 (the "Marks");

WHEREAS, Virgo Publishing, LLC, a Delaware limited liability company with offices at 3300 N. Central Avenue, Suite 300, Phoenix, AZ 85012 (the "Assignee"), desires to acquire all right, title and interest in and to the Marks, including any applications and registrations therefor;

WHEREAS, pursuant to that Note And Warrant Purchase Agreement dated June 27, 2007 (the "Note Purchase Agreement") and all other documents executed in connection therewith or arising therefrom (collectively, the "Loan Documents"), TICC CAPITAL CORP., f/k/a Technology Investment Capital Corp., a Maryland corporation with offices at 8 Sound Shore Drive, Suite 255, Greenwich, CT 06830 ("TICC"), provided credit and made loans to Pulvermedia, guaranteed by Pulvermedia Holding Company, Inc. ("Holding");

WHEREAS, pursuant to that Pledge and Security Agreement dated as of June 27, 2007 (the "Security Agreement") among Pulvermedia, Holding and TICC, Pulvermedia and Holding granted to TICC first priority security interests in substantially all of the assets of each (collectively, the "Assets") including, but not limited to, the Marks. These security interests were duly perfected and secured Pulvermedia's and Holding's "Obligations" (as defined in the Loan Documents) to TICC arising under the Note Purchase Agreement, and under the related Loan Documents, including without limitation the term note in the principal amount of \$11,000,000 (the "Note") issued and sold by Pulvermedia to TICC pursuant to the Note Purchase Agreement;

WHEREAS, certain "Events of Default" (as defined in the Note Purchase Agreement) occurred, as a result of which TICC accelerated the Obligations of Pulvermedia and of Holding under the Loan Documents and demanded payment thereof; and

WHEREAS, TICC and Assignee have entered into that certain Agreement of Sale and Secured Creditor's Bill of Sale dated September 10, 2008, pursuant to which TICC acting on its own behalf and in the name and on behalf of Pulvermedia pursuant to the power of attorney under the terms of the Security Agreement has sold and agreed to assign the Marks to Assignee.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, TICC for itself and in the name and on behalf of Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Marks, including but not limited to the registrations therefor, together with the goodwill of the business symbolized by the Marks and the right to sue and collect damages and/or profits for past infringements of the Marks.

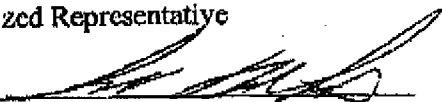
TRADEMARK

REEL: 003860 FRAME: 0797

IN WITNESS WHEREOF, an authorized representative of TICC, for itself and in the name and on behalf of Pulvermedia pursuant to the power of attorney under the terms of the Security Agreement, and an authorized representative of Assignee have caused this instrument to be signed by duly authorized corporate officers, as of this 9th day of September, 2008.

PULVERMEDIA, INC.
By: TICC CAPITAL CORP.,
f/k/a Technology Investment Capital Corp
Its Attorney-in-Fact and
Authorized Representative

VIRGO PUBLISHING, LLC

By: 

By: _____

Name: Saul B. Rosenthal

Name: _____

Title: President
Its Authorized Representative

Title: _____

TICC CAPITAL CORP.,
f/k/a Technology Investment Capital Corp

By: 

Name: Saul B. Rosenthal

Title: President
Its Authorized Representative

ACKNOWLEDGEMENT

STATE OF Connecticut)
COUNTY OF Fairfield) ss

On this 8th day of September, 2008 before me personally appeared Saul Rosenthal, to me personally known, who, being duly sworn, did say that he/she is the President of TICC CAPITAL CORP., f/k/a Technology Investment Capital Corp. ("TICC") which is authorized to act on behalf of Pulvermedia Inc. ("Pulvermedia") pursuant to the power of attorney under the terms of the Pledge and Security Agreement dated as of June 27, 2007, and that he/she duly executed the foregoing instrument for and on behalf of TICC and Assignor being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of TICC acting on its own behalf and on behalf of Assignor.



Notary Public

My commission expires:

Kristia Paul Finn
Notary Public
My Commission Expires
March 31, 2013

IN WITNESS WHEREOF, an authorized representative of TICC, for itself and in the name and on behalf of Pulvermedia pursuant to the power of attorney under the terms of the Security Agreement, and an authorized representative of Assignee have caused this instrument to be signed by duly authorized corporate officers, as of this 9th day of September, 2008.


PULVERMEDIA, INC.
By: TICC CAPITAL CORP.,
f/k/a Technology Investment Capital Corp
Its Attorney-in-Fact and
Authorized Representative

By: 

Name: Saul B. Rosenthal

Title: President
Its Authorized Representative

VIRGO PUBLISHING, LLC

By: 

Name: Jennifer Bolton

Title: President & CEO

TICC CAPITAL CORP.,
f/k/a Technology Investment Capital Corp

By: 

Name: Saul B. Rosenthal

Title: President
Its Authorized Representative

Schedule 1**The Marks**

Mark	Registration No.	Issue Date
FOREWORD FINANCIAL	2,801,442	30 December 2003
VIDEO ON THE NET	3,270,585	24 July 2007
VOICE ON THE NET	2,545,515	12 March 2002
VOICE OF TELEPHONY ON THE NET	2,572,680	28 May 2002
VON	2,301,299	21 December 1999
VON	2,487,115	11 September 2001