

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pulvermedia Inc.		09/09/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Virgo Publishing, LLC		
<b>Street Address:</b>	3300 N. Central Avenue, Suite 300		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85012		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2801442	FOREWORD FINANCIAL	
Registration Number:	3270585	VIDEO ON THE NET	
Registration Number:	2545515	VOICE ON THE NET	
Registration Number:	2572680	VOICE OF TELEPHONY ON THE NET	
Registration Number:	2301299	VON	
Registration Number:	2487115	VON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	boxip@hhlaw.com		
<b>Correspondent Name:</b>	Timothy J. Lyden, Hogan & Hartson L.L.P.		
<b>Address Line 1:</b>	8300 Greensboro Dr., Suite 1100		
<b>Address Line 4:</b>	McLean, VIRGINIA 22182		
<b>ATTORNEY DOCKET NUMBER:</b>	32891.01		

**CH \$165.00 2801442**

NAME OF SUBMITTER:	Timothy J. Lyden
Signature:	/Timothy J. Lyden/
Date:	09/29/2008
<b>Total Attachments: 5</b> source=Trademark Assignment Pulvermedia to Virgo Publishing#page1.tif source=Trademark Assignment Pulvermedia to Virgo Publishing#page2.tif source=Trademark Assignment Pulvermedia to Virgo Publishing#page3.tif source=Trademark Assignment Pulvermedia to Virgo Publishing#page4.tif source=Trademark Assignment Pulvermedia to Virgo Publishing#page5.tif	

## 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.

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 9<sup>th</sup> 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: \_\_\_\_\_

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

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

By: 

Name: Saul B. Rosenthal

Title: President  
Its Authorized Representative

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 10th 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: \_\_\_\_\_

Title: \_\_\_\_\_  
Its Authorized Representative

VIRGO PUBLISHING, LLC

By: Jennifer Bolton

Name: Jennifer Bolton

Title: President + CEO

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_  
Its Authorized Representative

ACKNOWLEDGEMENT

STATE OF Connecticut )  
COUNTY OF Fairfield ) SS

On this 8<sup>th</sup> 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:

**Kristin Paul Finn  
Notary Public  
My Commission Expires  
March 31, 2013**

**Schedule 1**

The Marks

<b>Mark</b>	<b>Registration No.</b>	<b>Issue Date</b>
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