

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/01/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webogy, LLC		03/01/2004	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	InXpo, Inc.
Street Address:	770 N Halsted St., Ste 6S
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60642
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76478779	PUBSUITE
Registration Number:	2797174	PUBSUITE

CORRESPONDENCE DATA

Fax Number: (312)962-3792
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: bpage@inXpo.com
 Correspondent Name: Bonnie Page
 Address Line 1: 770 N Halsted St, Ste. 6S
 Address Line 4: Chicago, ILLINOIS 60642

NAME OF SUBMITTER:	Bonnie Page
Signature:	/Bonnie Page/
Date:	02/20/2009

OP \$65.00 76478779

Total Attachments: 3

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**DOMAIN NAME, WEBSITE AND RELATED INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

THIS DOMAIN NAME, WEBSITE AND RELATED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made as of March 1, 2004 between ASYSTIV SOLUTIONS, LLC, an Illinois limited liability company (the "Transferor") and INXPO, LLC, a Delaware limited liability company (the "Transferee").

RECITALS

A. Transferee, Transferor and Webogy, LLC, an Illinois limited liability company ("Webogy"), are parties to that certain Contribution Agreement dated as of March 1, 2004 (the "Contribution Agreement").

B. Pursuant to the Contribution Agreement, and as a condition to receiving membership interests in the Transferee, Transferor is transferring to Transferee all of its right, title and interest in and to the Internet domain names "www.vendshow.com"; "www.virtualvendshow.com" and "www.asystiv.com" (collectively, the "Domain Names," as further defined below) and all of the tangible and intangible assets and intellectual property and goodwill associated therewith and comprising the website located at "www.vendshow.com" and "www.virtualvendshow.com" (each a "Website" and collectively, the "Websites"), as well as other intellectual property described herein.

C. Pursuant to that certain License Agreement, dated of even date herewith, between Transferee and Transferor, Transferor is licensing to Transferee certain proprietary software necessary to operate the Websites (the "Licensed Software").

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of "Domain Names." As used in this Agreement, "Domain Names" shall mean, collectively, the top-level "www.vendshow.com"; "www.virtualvendshow.com" and "www.asystiv.com" Internet domain names located at the Universal Resource Locator addresses "www.vendshow.com"; "www.virtualvendshow.com" and "www.asystiv.com" (the "URLs"), and registrations thereof, as identified in the "Whois" information set forth in Exhibit A attached hereto, and all lower-level Internet Domain Names for which such URLs serve as a parent, whether in the form of an address for use in electronic mail transfer, a Universal Resource Locator, a file transfer protocol (FTP) location, or other form suitable for specifying the location of an electronic data file over a distributed computer network.

2. Transfer of Domain Names. Transferor hereby irrevocably conveys, transfers and assigns to Transferee all of Transferor's worldwide right, title and interest in and to the Domain Names. Transferor agrees to cooperate with the Transferee and to follow Transferee's instructions in order to effectuate the transfer of the Domain Names and the registrations thereof in a timely manner. Specifically, Transferor agrees to prepare and transmit the necessary registration and transfer forms and/or correspond with ICANN, Register.com, Network

Solutions, Inc., and/or any other entity to authorize the transfer of the Domain Names to Transferee.

3. Transfer of Intellectual Property. Transferor hereby irrevocably conveys, transfers and assigns to Transferee all of Transferor's worldwide right, title and interest in and to the following:

(a) all data, records, profiles, addresses and other information, whether or not confidential, relating to the visitors to the Websites since inception;

(b) all United States and international trade names, trademarks and service marks (collectively, "Marks") and copyrights, registered and unregistered, contained in, stored on, or relating to the Websites and all materials comprising the Websites, all goodwill associated therewith, and any and all intellectual property rights that derive or may have derived from Transferor's use of the Domain Names and such Marks;

(c) all rights in the Marks "Asystiv", "Vendshow" and "Virtual Vendshow," and all variations of the foregoing, and all goodwill associated therewith;

(d) all telephone, telex, and facsimile numbers and all email addresses relating to the Domain Names and the Websites;

(e) all computers, servers and other hardware, and all programs and software thereon, including without limitation, forms, images, text, audio files, video files and other content and elements, in HTML and other form, except the Licensed Software, used to operate the Websites;

(f) all agreements with internet service providers used to operate the Websites; and

(g) all goodwill associated with the Websites;

(h) all rights to sue others and to collect damages for past, present and future infringements of any of the rights and assets transferred pursuant to this Agreement, the right to create derivatives thereof and retain full ownership of such derivatives, and the right to file and prosecute applications to protect such rights and assets.

The Transferor shall, at any time and from time to time after the date hereof, upon the request of the Transferee, do, execute, acknowledge and deliver all such further acts, deeds assignments and transfers as may be reasonably required to transfer, assign, convey, record and confirm each of the assets and rights constituting the Domain Names, Websites and related intellectual property to and in the name of Transferee.

4. Other Domain Names and Trademarks. Transferor shall not adopt, use or register any Internet domain name or trademark, trade name or service mark comprising a derivation of any of the Domain Names, or which is substantially or confusingly similar thereto or confusingly similar to the Marks "Asystiv", "Vendshow" and/or "Virtual Vendshow."

5. Representations and Warranties. Transferor represents and warrants that (i) it is the owner of all rights and assets transferred to Transferee hereunder and all such rights and assets are free and clear of all liens, charges and encumbrances; (ii) it has not filed any applications for copyright registration anywhere in the world pertaining to any of the assets transferred hereunder, nor any applications for trademark registration anywhere in the world for any of the Marks transferred hereunder; and (iii) it has full right, power and authority to transfer all rights and assets to Transferee as described herein and to execute and carry out this Agreement.

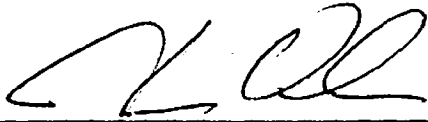
6. Miscellaneous. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. The headings of sections and subsections of this Agreement are for convenience of reference only and are not intended to affect the interpretation or construction of any provision of this Agreement. This Agreement is governed by the internal laws of the State of Illinois. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. The Agreement and the documents referred to herein and delivered pursuant hereto, constitute the full and entire understanding and agreements between the parties with regard to the subjects hereof and thereof. This Agreement or any term hereof may be amended, waived, discharged or terminated solely by a written instrument signed by the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. The recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

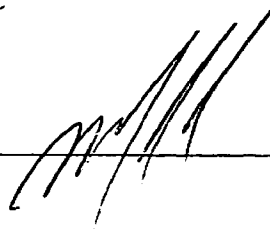
ASYSTIV SOLUTIONS, LLC

InXpo, LLC

By: _____



By: _____



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