

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
Phoenix Data Processing, LLC		05/11/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Telematch, Inc.
Street Address:	6883 Commercial Drive
City:	Springfield
State/Country:	VIRGINIA
Postal Code:	22159
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77640432	TURNING NEW MOVERS AND NEW HOMEOWNERS INTO YOUR NEW MEMBERS
Serial Number:	77640490	NUMOVERS ID
Serial Number:	77640514	NUMOVERS EXPRESS TURNING NEW MOVERS INTO YOUR NEW CUSTOMERS
Serial Number:	77640542	NUMOVERS ID TURNING NEW MOVERS INTO YOUR NEW PATIENTS
Serial Number:	77640465	NUMOVERS ID TURNING NEW MOVERS INTO YOUR NEW CUSTOMERS.

CORRESPONDENCE DATA

Fax Number: (518)487-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 518-487-7618
 Email: mricciardi@woh.com
 Correspondent Name: Martin J. Ricciardi

OP \$140.00 77640432

Address Line 1: One Commerce Plaza
Address Line 2: Whiteman Osterman & Hanna LLP
Address Line 4: Albany, NEW YORK 12260

ATTORNEY DOCKET NUMBER:	103275-002
NAME OF SUBMITTER:	Martin J. Ricciardi
Signature:	/martin j. ricciardi/
Date:	05/13/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of May 11, 2009 by Phoenix Data Processing, a Delaware limited liability company ("Assignor").

RECITALS

WHEREAS, Assignor owns the trademarks listed on Schedule A attached hereto (the "Marks") that are registered or are the subject of a pending application in the United States Patent and Trademark Office;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Multi Ag Media, LLC, a Delaware limited liability company, and Telematch, Inc., a Delaware corporation ("Assignee"), Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Marks, to Assignee; and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.
2. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Marks and the registrations and applications for registration, together with the goodwill of the business connected with and symbolized by the Marks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Marks and to fully and entirely stand in the place of Assignor in all matters related thereto.
3. Assignor agrees to take such further action and to execute such additional documents as may be necessary to perfect or confirm Assignee's title in and to the Marks.
4. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Trademark Assignment to Assignee and to issue any Certificates of Registration in the name of Assignee. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.
5. Assignor, by its execution of this Trademark Assignment, and Assignee, by its acceptance of this Trademark Assignment, each hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument, and this Trademark Assignment shall not create any additional obligation or liability for Assignor or Assignee beyond those already specified in or contemplated by the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated by the Purchase Agreement.

6. This Trademark Assignment is made subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Purchase Agreement and in the event of any conflict or other inconsistency between this Trademark and the Purchase Agreement, the Purchase Agreement shall govern and be the controlling document.

7. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Trademark Assignment. The failure of any party hereto to enforce at any time any provision of this Trademark Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Trademark Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

PHOENIX DATA PROCESSING, LLC

By: Scott A. Smith
Name: Scott A. Smith
Title: Chairman

State of North Carolina)
County of New Hanover)

Then personally appeared the above named Assignor and acknowledged the foregoing act to be his/her free act and deed, before me, this 8th of May, 2009.

Timothy S. Sebrook
Notary Public Timothy S. Sebrook

My commission expires: April 19, 2012

Acknowledged and accepted:

TELEMATCH, INC.

By: _____
Name: Margaret R. Kuman
Title: CEO

Signature Page to the Trademark Assignment Agreement

TRADEMARK
REEL: 003986 FRAME: 0601

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

PHOENIX DATA PROCESSING, LLC

By: _____
Name: Scott A. Smith
Title: Chairman

State of _____)
)
County of _____)

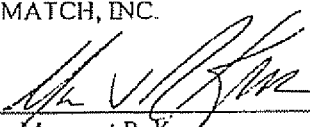
Then personally appeared the above named Assignor and acknowledged the foregoing act to be his/her free act and deed, before me, this ___ of ___, 2009.

Notary Public _____

My commission expires: _____

Acknowledged and accepted:

TELEMATCH, INC.

By:  _____
Name: Margaret R. Kupian
Title: CEO

[Signature Page to the Phoenix Data Processing, LLC Trademark Assignment Agreement]

SCHEDULE A
TO
TRADEMARK ASSIGNMENT

Trademark	Serial No.	Jurisdiction	Date of Filing
TURNING NEW MOVERS AND NEW HOMEOWNERS INTO YOUR NEW MEMBERS	77640432	Federal	December 29, 2008
NUMOVERS ID	77640490	Federal	December 29, 2008
NUMOVERS EXPRESS TURNING NEW MOVERS INTO YOUR NEW CUSTOMERS	77640514	Federal	December 29, 2008
NUMOVERS ID TURNING NEW MOVERS INTO YOUR NEW PATIENTS	77640542	Federal	December 29, 2008
NUMOVERS ID TURNING NEW MOVERS INTO YOUR NEW CUSTOMERS	77640465	Federal	December 29, 2008