

**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>                  |
| CAPS Group Acquisition LLC       |  | 01/12/2010                                   | LIMITED LIABILITY COMPANY: ILLINOIS |
| <b>RECEIVING PARTY DATA</b>      |  |  |                                     |
| <b>Name:</b>                     | CAPS Visual Communications LLC   |  |                                     |
| <b>Street Address:</b>           | 445 Park Avenue, 14th Floor  |  |                                     |
| <b>City:</b>                     | New York   |  |                                     |
| <b>State/Country:</b>            | NEW YORK   |  |                                     |
| <b>Postal Code:</b>              | 10022  |  |                                     |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |  |                                     |
| <b>PROPERTY NUMBERS Total: 3</b> |  |  |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                             |                                     |
| Registration Number:             | 2073189  | BLACK DOT GROUP                              |                                     |
| Registration Number:             | 2090478  |  |                                     |
| Registration Number:             | 2865808  | HUDSONYARDS                                  |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |  |                                     |
| <b>Fax Number:</b>               | (203)325-5001  |  |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                                     |
| <b>Phone:</b>                    | 2033553835   |  |                                     |
| <b>Email:</b>                    | pengebretson@fdh.com   |  |                                     |
| <b>Correspondent Name:</b>       | Peter Engebretson  |  |                                     |
| <b>Address Line 1:</b>           | 177 Broad Street, 15th Floor   |  |                                     |
| <b>Address Line 4:</b>           | Stamford, CONNECTICUT 06901  |  |                                     |
| <b>NAME OF SUBMITTER:</b>        | Peter Engebretson  |  |                                     |
| <b>Signature:</b>                | /s/ Peter Engebretson  |  |                                     |

OP \$90.00 2073189

**900152120**

**TRADEMARK  
 REEL: 004131 FRAME: 0352**

Date:

01/14/2010

**Total Attachments: 11**

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ASSIGNMENT AND ASSUMPTION OF  
INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective as of January 12, 2010 by and between CAPS Group Acquisition LLC, an Illinois limited liability company (the "Assignor"), and CAPS Visual Communications LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor, the Assignee, and the Borrowers (as defined therein), have executed and delivered the Foreclosure Sale and Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Purchased Assets (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to all Intellectual Property included in the Purchased Assets be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its respective right, title and interest in and to any and all Intellectual Property included in the Purchased Assets (including, but not limited to, the patents, patent applications, trademark applications and registrations and copyrights listed on Exhibit A hereto), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable best efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(b) The Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to the Assignee if appropriate, and will use its best efforts to comply promptly with all other remaining steps necessary to transfer all domain names held by the Assignor or by third parties on its behalf, including, but not limited to, those domain names set forth on Exhibit B hereto (the "Domain Names").

(c) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between the Assignor and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between the Assignor and the Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale by the Assignee or its assigns of all or substantially all of its assets, whether by sale of assets, stock, merger or otherwise.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof.

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

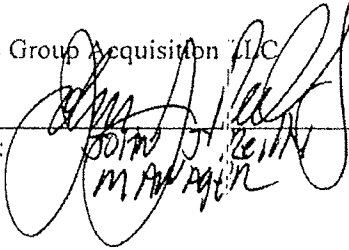
**Assignor:**

CAPS Group Acquisition LLC

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

Name:

Title:



Handwritten signature of Mark A. Quinn, with the name "Mark A. Quinn" written in cursive below the signature line.

**Assignee:**

CAPS Visual Communications LLC

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

Name:

Title:

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF IP AGREEMENT

ACKNOWLEDGMENTS

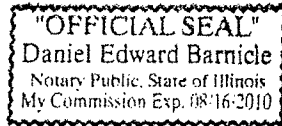
STATE OF Illinois )  
COUNTY OF Cook ) SS:

Before me a Notary Public in and for said County and State personally appeared Jim A. Henry, as MANAGER of CAPS Group Acquisition LLC, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 11<sup>th</sup> day of January, 2010.

My Commission expires:  
08/16/2010

Signed: Daniel E Barnicle  
Printed: Daniel E Barnicle



IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

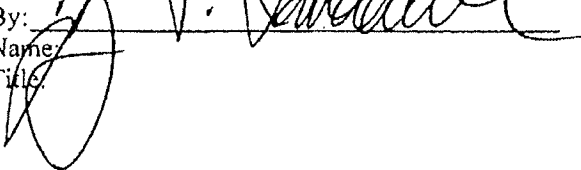
**Assignor:**

CAPS Group Acquisition LLC

By: \_\_\_\_\_  
Name:  
Title:

**Assignee:**

CAPS Visual Communications LLC

By:   
Name:  
Title:

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF IP AGREEMENT

EXHIBIT A

I. Trademarks

| Trademark                    | Registration Number |
|------------------------------|---------------------|
| <i>Registered Trademarks</i> |                     |
| Black Dot Group              | 2073189             |
| Black Dot (stylized)         | 2090478             |
| HudsonYards                  | 2865808             |



II. Copyrights

**NONE**

{00877678; 1; 8014-1}

**TRADEMARK**  
**REEL: 004131 FRAME: 0360**

III. Patents

NONE

{00877678, 1: 8014-1}

**TRADEMARK**  
**REEL: 004131 FRAME: 0361**

**EXHIBIT B**

**DOMAIN NAMES**

**SEE ATTACHED**

EXHIBIT B  
TO  
ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

| Domain Name           | Account No.              | Points To  | Private | Auto Renew | Folder  | Expiration Date | WHOIS Administrative Contact | WHOIS Technical Contact | Account Holder |
|-----------------------|--------------------------|--|---------|------------|---------|-----------------|------------------------------|-------------------------|----------------|
| agileenterprise.com   | Agile (29996463)         | auth1.dns.cogentco.com auth2.dns.cogentco.com ns1.agt.com          | No      | Off        | Default | 11/8/2014       | netops east                  | netops east             | Agile          |
| agtas.com             | Agile (29996463)         | ns.agttech.com ns1.cephiretech.net ns2.cephiretech.net ns1.agt.com | No      | Off        | Default | 7/23/2010       | netops east                  | netops east             | Agile          |
| stryker-sdl.com       | Agile (29996463)         | ns.agttech.com ns1.cephiretech.net ns2.cephiretech.net ns1.agt.com | No      | Off        | Default | 12/20/2009      | netops east                  | netops east             | Agile          |
| blackdot.com          | BlackDot (29998349)      | cl-ns1.blackdot.com ch-ns2.blackdot.com                            | No      | Off        | Default | 7/27/2013       | BlackDot Group               | BlackDot Group          | BlackDot Group |
| blackdotgroup.com     | BlackDot (29998349)      | cl-ns1.blackdot.com ch-ns2.blackdot.com                            | No      | Off        | Default | 9/20/2012       | BlackDot Group               | BlackDot Group          | BlackDot Group |
| incontextpub.com      | BlackDot (29998349)      | cl-ns1.blackdot.com ch-ns2.blackdot.com                            | No      | Off        | Default | 3/15/2012       | BlackDot Group               | BlackDot Group          | BlackDot Group |
| premediaone.com       | BlackDot (29998349)      | cl-ns1.blackdot.com ch-ns2.blackdot.com                            | No      | Off        | Default | 12/19/2011      | BlackDot Group               | BlackDot Group          | BlackDot Group |
| wtechnicolor.com      | BlackDot (29998349)      | ns2.blackdot.com   | No      | Off        | Default | 7/11/2011       | Tim Paulson                  | Tim Paulson             | BlackDot Group |
| alchemy-gold.com      | CAPS57 (22357890)        | ADNS Services  | No      | Off        | Default | 1/29/2011       | The Caps Group               | The Caps Group          | The Caps Group |
| asset-library.com     | CAPS57 (22357890)        | Under Construction Page  | No      | Off        | Default | 10/19/2013      | The Caps Group               | The Caps Group          | The Caps Group |
| caps57.com            | CAPS57 (22357890)        | ADNS Services  | No      | Off        | Default | 4/7/2011        | The Caps Group               | The Caps Group          | The Caps Group |
| clutchstudios.us      | CAPS57 (22357890)        | Under Construction Page  | No      | Off        | Default | 6/11/2010       | The Caps Group               | The Caps Group          | The Caps Group |
| foolproofing.com      | CAPS57 (22357890)        | Web Forwarding   | No      | Off        | Default | 5/14/2011       | The Caps Group               | Network Solutions, LLC  | The Caps Group |
| group329.com          | CAPS57 (22357890)        | ns1.mydyn dns.org ns2.mydyn dns.org                                | No      | Off        | Default | 1/23/2010       | The Caps Group               | The Caps Group          | The Caps Group |
| leaperassociates.com  | CAPS57 (22357890)        | glns5.mydyn dns.org  | No      | Off        | Default | 10/11/2011      | The Caps Group               | The Caps Group          | The Caps Group |
| paraphrds.com         | CAPS57 (22357890)        | ADNS Services  | No      | Off        | Default | 11/19/2011      | The Caps Group               | The Caps Group          | The Caps Group |
| paraphrdsdesign.com   | CAPS57 (22357890)        | ns1.cnc host.com ns2.cnc host.com                                  | No      | Off        | Default | 8/2/2011        | The Caps Group               | glenn johnson           | The Caps Group |
| parathink.com         | CAPS57 (22357890)        | ADNS Services  | No      | Off        | Default | 3/29/2011       | The Caps Group               | Network Solutions, LLC  | The Caps Group |
| superiordigital.com   | CAPS57 (22357890)        | ns1.cnc host.com ns2.cnc host.com                                  | No      | Off        | Default | 6/19/2011       | The Caps Group               | The Caps Group          | The Caps Group |
| the-caps-group.com    | CAPS57 (22357890)        | ADNS Services  | No      | Off        | Default | 2/18/2013       | The Caps Group               | Network Solutions, LLC  | The Caps Group |
| thecapsgroup.com      | CAPS57 (22357890)        | ns1.dnsjunction.com ns2.dnsjunction.com                            | No      | Off        | Default | 1/23/2010       | The Caps Group               | The Caps Group          | The Caps Group |
| clutch-studios.com    | Clutchstudios (31405039) | ADNS Services  | No      | Off        | Default | 6/11/2010       | THE CAPS GROUP               | THE CAPS GROUP          | THE CAPS GROUP |
| clutch-studios.net    | Clutchstudios (31405039) | Under Construction Page  | No      | Off        | Default | 6/11/2010       | THE CAPS GROUP               | THE CAPS GROUP          | THE CAPS GROUP |
| clutchftp.com         | Clutchstudios (31405039) | ADNS Services  | No      | Off        | Default | 6/24/2010       | THE CAPS GROUP               | THE CAPS GROUP          | THE CAPS GROUP |
| clutchphotography.net | Clutchstudios (31405039) | Under Construction Page  | No      | Off        | Default | 6/20/2010       | THE CAPS GROUP               | THE CAPS GROUP          | THE CAPS GROUP |
| clutchretouching.com  | Clutchstudios (31405039) | Under Construction Page  | No      | Off        | Default | 6/20/2010       | THE CAPS GROUP               | THE CAPS GROUP          | THE CAPS GROUP |
| clutchretouching.net  | Clutchstudios (31405039) | Under Construction Page  | No      | Off        | Default | 6/20/2010       | THE CAPS GROUP               | THE CAPS GROUP          | THE CAPS GROUP |
| clutchstudios.com     | Clutchstudios (31405039) | Under Construction Page  | No      | Off        | Default | 6/20/2010       | THE CAPS GROUP               | THE CAPS GROUP          | THE CAPS GROUP |
| agtnet.com            | Hudson Yards (29998347)  | ADNS Services  | No      | Off        | Default | 1/17/2010       | THE CAPS GROUP               | THE CAPS GROUP          | THE CAPS GROUP |
| hudson-yard.com       | Hudson Yards (29998347)  | auth1.dns.cogentco.com auth2.dns.cogentco.com ns1.agt.com          | No      | Off        | Default | 7/23/2010       | Hudson Yards                 | Hudson Yards            | Hudson Yards   |
|                       |                          | Under Construction Page  | No      | Off        | Default | 4/4/2010        | Hudson Yards                 | Hudson Yards            | Hudson Yards   |

EXHIBIT B  
TO  
ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

| Domain Name        | Account No.             | Points To  | Private | Folder  | Auto Renew | Expiration Date | WHOIS Administrative Contact | WHOIS Technical Contact | Account Holder |
|--------------------|-------------------------|--|---------|---------|------------|-----------------|------------------------------|-------------------------|----------------|
| hudson-yards.com   | Hudson Yards (29998347) | auth1.dns.cogentco.com ns1.agt.com                             | No      | Default | Off        | 4/4/2010        | Hudson Yards                 | Hudson Yards            | Hudson Yards   |
| hudsonyard.com     | Hudson Yards (29998347) | Under Construction Page<br>auth1.dns.cogentco.com auth2.dns.co | No      | Default | Off        | 4/4/2010        | Hudson Yards                 | Hudson Yards            | Hudson Yards   |
| hyards.com         | Hudson Yards (29998347) | gentco.com ns1.hnyc.com  | No      | Default | Off        | 9/6/2011        | Hudson Yards                 | Hudson Yards            | Hudson Yards   |
| hnyc.com           | Hudson Yards (29998347) | auth1.dns.cogentco.com auth2.dns.co                            | No      | Default | Off        | 6/30/2011       | Hudson Yards                 | Hudson Yards            | Hudson Yards   |
| prmtadvantage.com  | Hudson Yards (29998347) | gentco.com ns1.hnyc.com<br>ADNS Services                       | No      | Default | Off        | 12/1/2011       | Hudson Yards                 | Hudson Yards            | Hudson Yards   |
| wenneradspeccs.com | Hudson Yards (29998347) | auth1.dns.cogentco.com auth2.dns.co<br>gentco.com ns1.agt.com  | No      | Default | Off        | 10/8/2009       | Hudson Yards                 | Hudson Yards            | Hudson Yards   |