

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Insight Direct, Inc.		12/13/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marathon Data Operating Co., LLC		
<b>Street Address:</b>	4810 Belmar Blvd.		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Wall Township		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07753		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77855008	SERVICECEO	
<b>Serial Number:</b>	77060957	SERVICEMOUNTAIN	
<b>Serial Number:</b>	77556201	VAZING	
<b>Serial Number:</b>	77060955	LET'SGETSERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)735-8708		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 735-8600		
<b>Email:</b>	dmckinney@morrisoncohen.com		
<b>Correspondent Name:</b>	Derek McKinney, Esq.		
<b>Address Line 1:</b>	909 Third Avenue, 27th Floor		
<b>Address Line 2:</b>	Morrison Cohen LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	019288-0005(DMCKINNEY)		

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**TRADEMARK  
 REEL: 004435 FRAME: 0081**

NAME OF SUBMITTER:	Derek McKinney
Signature:	/s/ Derek McKinney
Date:	12/16/2010
<b>Total Attachments: 5</b> source=Trademark Assignment Filing - Insight Direct to Marathon Data#page1.tif source=Trademark Assignment Filing - Insight Direct to Marathon Data#page2.tif source=Trademark Assignment Filing - Insight Direct to Marathon Data#page3.tif source=Trademark Assignment Filing - Insight Direct to Marathon Data#page4.tif source=Trademark Assignment Filing - Insight Direct to Marathon Data#page5.tif	

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of December 13, 2010 (this "Trademark Assignment"), by and between Insight Direct, Inc., a Delaware corporation ("Assignor"), and Marathon Data Operating Co., LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and between Assignor and Assignee.

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign, grant and deliver to Assignee all of Assignor's right, title and interest in and to the marks set forth on Schedule A hereto and incorporated herein by reference (the "Marks") and the goodwill appurtenant thereto.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Marks, together with the goodwill appurtenant thereto and all registrations and applications therefore.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past, present or future infringements of the Marks and any income, royalties or payments due or payable as of the date hereof or thereafter, shall be held and enjoyed by Assignee and its successors and assigns.
3. Further Assurances. Assignor agrees to execute and deliver at any future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to any Mark in accordance with the terms of the Asset Purchase Agreement.
4. Authorization. Assignor authorizes and requests the Commissioner for Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as assignee and owner of any and all of its rights in the Marks.
5. Counterparts. This Trademark Assignment may be executed by facsimile or by electronic image via electronic mail and in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
6. Governing Law. Except to the extent that U.S. Federal law preempts state law with respect to matters covered hereby, this Trademark Assignment shall be construed by and governed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

*Signature Page Follows*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR:

Insight Direct, Inc.

By:   
James Triandiflou,  
Chief Executive Officer

ASSIGNEE:

Marathon Data Operating Co., LLC

By:   
Chris Sullens,  
President and Chief Executive Officer

TRADEMARK

REEL: 004435 FRAME: 0085

STATE OF *MASSachusetts*

COUNTY OF *Suffolk*<sup>SS:</sup>

On the *10* day of *December*, 2010, before me personally came James Triandiflou to me known, who, being by me duly sworn, did depose and say that he/she resides at *202 Gaudin Ln, Cary, NC 27519*; and that he/she is the Chief Executive Officer of Insight Direct, Inc., the corporation described in the foregoing instrument and that he/she executed the foregoing instrument on behalf of said company in his/her official capacity.

IN WITNESS WHEREOF, I hereunto set my hand.



Notary Public  
My Commission Expires:



[Notary Signature Page to Trademark Assignment]

TRADEMARK

REEL: 004435 FRAME: 0086

**Schedule A**

<b>Title</b>	<b>Registration Number</b>
SERVICECEO	77-855008
Service Mountain	77-060957
VaZing	77-556201
LetsGetService	77-060955

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