



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2004) REC 102030663 TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MarketSource Corporation
3-12-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____ Delaware

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: MarketSource, L.L.C.
Internal Address: _____
Street Address: 10 Abeel Road
City: Cranbury State: NJ Zip: 08512

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other New Jersey limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: Feb. 1, 2002; effective date Jan. 1, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1461281
2059058 and 1349045

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Susan Okin Goldsmith, Esq.
 Internal Address: _____

 Street Address: DUANE MORRIS LLP
100 College Road West, Suite 100
 City: Princeton State: NJ Zip: 08540

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
041679 any additional fees

DO NOT USE THIS SPACE

9. Signature.
Susan Okin Goldsmith _____ March 6, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

03/25/2002 LMUELLER 00000106 1461281

Main documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 DP
02 FC:482 50.00 DP

ASSIGNMENT OF TRADEMARKS

This Assignment is made retroactively as of January 1, 2002 ("Effective Date"), by and between MARKETSOURCE CORPORATION, a Delaware corporation ("Corporation") having an address at 10 Abeel Road, Cranbury, New Jersey 08512, and MARKETSOURCE, L.L.C., ("LLC"), a New Jersey company also having an address at 10 Abeel Road, Cranbury, New Jersey 08512.

Whereas, as of the Effective Date, Corporation transferred to LLC certain assets, including those certain trademarks as set forth on **Schedule A** attached hereto and made a part hereof (the "Marks"), together with the entire business to which the Marks pertain and all of the good will associated with such Marks and such business; and

Whereas, the LLC is the successor in interest to the Corporation with respect to such marks, as it carries on the business of Corporation without interruption; and

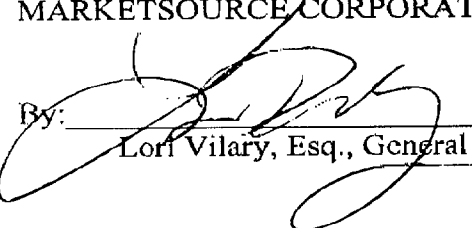
Whereas, it is necessary and desirable to record such transfer with the U.S. Patent and Trademark Office and foreign authorities.

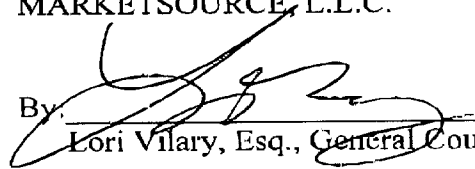
NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Effective on the Effective Date, Corporation assigns and transfers to LLC all of its right, title and interest in and to the Marks identified on **Schedule A** attached hereto and made a part hereof, and all the good-will of the business conducted in connection with the Marks and which is or will be symbolized by the said Marks, all rights and privileges under each of the Marks, including the right to renew and otherwise prosecute the registration of each of the Marks in the United States, and all rights to recover for damages and profits for infringement in the United States, and throughout the world. LLC accepts such assignment and assumes the right, title and interest to the Marks as aforesaid.

2. This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey.

WHEREFORE, the parties have executed this Assignment of Trademarks on February 1, 2002, with an Effective Date as provided herein.

MARKETSOURCE CORPORATION
By: 
Lori Vilary, Esq., General Counsel

MARKETSOURCE, L.L.C.
By: 
Lori Vilary, Esq., General Counsel