



RECORDA

102102285

Attorney Docket No.:886-084

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5.20.02
Quixi, Inc.
 Individual(s) Association General Partnership
 Corporation-Delaware Other _____
 Additional name(s) of conveying party(ies) attached?
 yes no

3. Nature of Conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date:
 January 23, 2002

2. Name and address of receiving party(ies):
 Name: **INFONXX Capital Management, Inc.**
 Address: 3864 Courtney Street, Suite 411
 City: Bethlehem State: PA Zip: 18017
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-Delaware
 Other: Company with limited liability
 If assignee is not domiciled in the U.S., a domestic representative designation is attached: yes no
 (Designation must be a separate document from Assignment)
 Additional names and addresses attached? yes no

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/270,326
 Additional numbers attached? Yes No

B. Registration No.(s):
2,487,802
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Joseph Sofer, Esq.
 Internal Address: Sofer & Haroun, LLP.
 Street Address: 317 Madison Avenue
Suite 910
 City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:
[13]
 7. Total fee (37 C.F.R. 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number: 19-2825
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Joseph Sofer, Esq. May 7, 2002
 Name of Person Signing Date
 Signature
 Total number of pages including cover sheet, attachments and document **[21]**

OMB No. 0651-0011 (exp. 4/84)

do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

05/23/2002 TDIAZ1 00000083 75270326
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "IP Agreement") is made and entered into on December 31, 2001 (the "Effective Date"), by and between Quixi, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter called "ASSIGNOR") and InfoNXX Capital Management, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter called "ASSIGNEE").

PREAMBLE

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an agreement by and between ASSIGNOR, ASSIGNEE and InfoNXX, Inc. dated December 31, 2001 (the "Settlement Agreement"), which relates to, among other things, releases and forgiveness of obligations and assignment and transfer of equipment and intellectual property; and

WHEREAS, pursuant to the Settlement Agreement, ASSIGNEE desires to acquire and ASSIGNOR desires to sell, assign, transfer and convey ASSIGNOR's entire right, title and interest in, to and under the Intellectual Property (as defined in Appendix A), as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. DEFINITIONS

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2. ASSIGNMENT

2.1 In consideration of ASSIGNEE's obligations hereunder, except as noted in Schedule 2.1, ASSIGNOR does hereby irrevocably sell, assign, transfer and convey to ASSIGNEE, free and clear of all liens, claims, security interests, encumbrances, obligations or liabilities of any type whatsoever, fixed, liquidated or otherwise, of which ASSIGNOR has Knowledge as of the Effective Date, ASSIGNOR's entire right, title and interest in and to the Intellectual Property (the "Assignment"), as of the Effective Date.

2.2 ASSIGNOR agrees to use its reasonable diligent efforts to assist ASSIGNEE to evidence and perfect the Assignment, at ASSIGNEE's expense. ASSIGNOR will execute all documents ASSIGNEE may reasonably request for such purpose, subject to its good faith refusal as set forth in this Section 2.2. In the event that ASSIGNOR fails to execute such a document within ten (10) business days after being provided with a copy of the document and has failed to provide ASSIGNEE with written notice of its good faith refusal to execute such document, and the reasons for such refusal, within such ten (10) business day period, ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and its duly authorized officers and agents, as ASSIGNOR's agents and attorneys-in-fact to act for and on its behalf, solely to execute and file such document and to do all other lawfully required acts to further the purposes of executing and filing such document with the same legal force and effect as if executed by ASSIGNOR. A copy of any document executed and filed by ASSIGNEE as ASSIGNOR's agent shall be sent to ASSIGNOR within one (1) business day after it is so executed and filed.

2.3 Upon the request of ASSIGNEE, and at ASSIGNEE'S expense, ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to said Intellectual Property as may be known or accessible to ASSIGNOR, and will testify as to the same to the extent reasonably required in connection with any interference, litigation or proceeding related thereto.

2.4 Except to the extent provided for in Section 3, ASSIGNOR shall not retain any rights in, to or under the Intellectual Property. In no event shall the assignment set forth in this Section 2 apply to intellectual property, technology or software developed by or on behalf of ASSIGNOR subsequent to the Effective Date.

Redacted

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the software hardware

Redacted

Redacted

Redacted

Redacted

4. WARRANTIES

4.1 Except as otherwise noted in Schedule 2.1, ASSIGNOR makes the following representations and warranties, as of the Effective Date:

(a) the execution, delivery and performance of this IP Agreement has been duly authorized by ASSIGNOR, and ASSIGNOR has the full right, power and authority to enter into this IP Agreement and perform all of its obligations hereunder;

(b) entering into this IP Agreement does not and will not violate any agreement or obligation existing between ASSIGNOR and any third party and it will not enter into any agreement or take any action that would restrict its performance under this IP Agreement;

(c) ASSIGNOR is in compliance with all laws, rules and regulations applicable to ASSIGNOR, the non-compliance with which would have a material adverse effect on the ability of ASSIGNOR to fulfill its obligations under this IP Agreement, and has obtained all governmental approvals, permits and licenses required of it in connection with its obligations under this IP Agreement;

(d) there is no outstanding litigation, arbitrated matter or other dispute relating to the Intellectual Property to which ASSIGNOR is aware it is a party, which, if decided unfavorably to ASSIGNOR, would reasonably be expected to have a material adverse effect on the ability of ASSIGNOR to fulfill its obligations under this IP Agreement;

(e) to ASSIGNOR's Knowledge, except for any rights, title and interest that ASSIGNEE may already have in the Intellectual Property, ASSIGNOR is the owner of the entire right, title and interest in and to the Intellectual Property and has good and marketable title to the Intellectual Property free and clear of all security interests, liens, covenants, restrictions or other encumbrances, and has the right to grant ASSIGNEE the rights contained in this IP Agreement;

(f) that, prior to the Effective Date, ASSIGNOR has not licensed, leased, sold, conveyed, distributed or otherwise transferred the Unlicensed EDAS Code or any portion thereof to any third party except for the transfer to Synectics Consultants Limited pursuant to the Agreement referenced in Appendix A;

(g) ASSIGNOR has not licensed or otherwise granted any rights to or under the Intellectual Property to any third party, including affiliates of ASSIGNOR;

(h) Appendix A to this IP Agreement sets forth a list of the Intellectual Property that will be transferred to ASSIGNEE on the Effective Date. Pursuant to this IP Agreement and subject to the terms herein, to ASSIGNOR's Knowledge, ASSIGNEE shall, as of the Effective Date, have the right to use or otherwise exploit all of the Intellectual Property referred to herein;

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(j) to ASSIGNOR's Knowledge, no third party is infringing or has misappropriated any of ASSIGNOR's rights in and to the Intellectual Property;

(k) no claim by any third party contesting the validity or enforceability of any of the Intellectual Property has been received by ASSIGNOR or to the Knowledge of ASSIGNOR is currently outstanding; and

(l) there are no royalty or other payment obligations and, to ASSIGNOR's Knowledge, no restrictions associated with continued use of the Intellectual Property.

4.2 ASSIGNEE makes the following representations and warranties, as of the Effective Date:

(a) the execution, delivery and performance of this IP Agreement has been duly authorized by ASSIGNEE and ASSIGNEE has the full right, power and authority to enter into this IP Agreement and perform all of its obligations, and grant all of the rights, hereunder;

(b) entering into this IP Agreement does not and will not violate any agreement or obligation existing between ASSIGNEE and any third party and it will not enter into any agreement or take any action that would restrict its performance, or grant of rights, under this IP Agreement;

(c) ASSIGNEE is in compliance with all laws, rules and regulations applicable to ASSIGNEE, the non-compliance with which would have a material adverse effect on the ability of ASSIGNEE to fulfill its obligations, or grant the rights, under this IP Agreement, and has obtained all governmental approvals, permits and licenses required of it in connection with its obligations and grant of rights under this IP Agreement; and

(d) there is no outstanding litigation, arbitrated matter or other dispute to which ASSIGNEE is aware it is a party, which, if decided unfavorably to ASSIGNEE, would

reasonably be expected to have a material adverse effect on the ability of ASSIGNEE to fulfill its obligations, or grant the rights, under this IP Agreement.

4.3 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SPECIFIED IN SECTION 4, NEITHER ASSIGNOR NOR ASSIGNEE MAKES ANY WARRANTIES WITH RESPECT TO ANY SUBJECT MATTER OF THIS IP AGREEMENT AND EACH EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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5. EFFECTIVE DATE AND TERMINATION

5.1 Effective Date of Agreement. This IP Agreement shall become effective as of the Effective Date and shall continue into perpetuity.

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8. MISCELLANEOUS

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8.1 Communications. Unless otherwise provided therein, all notices and other communications or designations required or permitted by this IP Agreement shall be in writing, and

If to ASSIGNEE, to:

InfoNXX Capital Management, Inc.
3864 Courtney Street
Suite 411
Bethlehem, PA 18017
Phone: 610-997-1000
Fax: 610-997-1170
Attention: David Freedman

or at such other address as ASSIGNEE may designate in a written notice to ASSIGNOR.

If to ASSIGNOR, to:

Quixi, Inc.
40 W. 25th St.
New York, NY 10010
Fax: 212-989-5385
Phone: 212-989-5310
Attention: Evan Marwell

or to such other address as ASSIGNOR may designate in a written notice to ASSIGNEE.

Notices under this IP Agreement shall be sufficient only if personally delivered, sent by facsimile with confirmation of receipt, delivered by a major commercial rapid delivery courier service or mailed by certified or registered mail, return receipt requested to a party at its addresses set forth herein or as amended by notice pursuant to this Section.

8.2 Governing Law. This IP Agreement shall be construed in accordance with and shall be governed by the laws of the State of Pennsylvania applicable to agreements made and to be performed in the State of Pennsylvania, and without regard for Pennsylvania choice of law principles.

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8.4 Force Majeure. Neither party hereto shall be responsible for any failure to perform its obligations under this IP Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes which are beyond the reasonable control of such party. Obligations hereunder, however, shall in no event be excused but shall be suspended only until the cessation of any cause of such failure. In the event that such force majeure should obstruct performance of this IP Agreement for more than six (6) months, the parties hereto shall consult with each other to determine whether this IP Agreement should be modified. The party facing an event of force majeure shall use its best endeavors in order to remedy that situation as well as to minimize its effects. A case of force majeure shall be notified to the other party by telex or telefax within five (5) days after its occurrence and shall be confirmed by a letter.

8.5 Relationship of the Parties. The parties hereto are independent contractors and nothing contained in this IP Agreement shall be deemed or construed to create a partnership,

joint venture, employment, franchise, or agency relationship between the parties. Neither party has the authority to, and neither party shall, make any representation, prepare documents or statements on behalf or in the name of the other party, give any warranties, enter into a contract on behalf of the other party or obligate the other party in any manner, unless expressly authorized to do so in writing by the other party.

Redacted

8.7 Headings. The headings of the sections contained in this IP Agreement are solely for convenience of reference, are not part of the agreement of the parties and shall not affect the meaning or interpretation of this IP Agreement.

8.8 Severability. Should one of the conditions of this IP Agreement be invalid this fact shall not adversely affect the other conditions hereof. Any invalid condition shall be replaced by a condition which is permissible under the law and which comes closest to the economic intent of the provision(s) held invalid.

8.9 Amendments and Waivers. This IP Agreement may not be amended, modified or supplemented unless approved in writing by each party to this IP Agreement. No waiver of any right or remedy or of compliance with any provisions hereof, and no consent provided for herein, shall be effective unless evidenced by an instrument in writing executed by the party sought to be charged with such waiver or consent. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which any party would otherwise have at law, in equity, by statute or otherwise.

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8.11 Counterparts. This IP Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of the party or parties executing the same and all of which together shall be deemed to constitute one and the same agreement, provided, however, that no party shall be bound by this IP Agreement unless and until each of the parties has executed it.

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[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the parties have executed this IP Agreement by their duly authorized representatives on the dates shown below.

ASSIGNOR

ASSIGNEE

By: _____

By:  _____

Name: _____

Name: ROSEAT PILES

Title: _____

Title: CFO

APPENDIX A

INTELLECTUAL PROPERTY

“Intellectual Property” means the Rights from Contracts, Patent Applications, Trade Marks, Software and Copyrights as set forth below.

Rights from Contracts:

All “Intangibles and Patents, Trademarks and Software” conveyed to ASSIGNOR (formerly known as Pyxi, Inc.) as set forth in Section 1.1.2 of the “Asset Purchase Agreement” (attached as Appendix B) by and between InfoNXX, Inc. and Pyxi, Inc. dated October 8, 1999.

Patent Applications:

All of Quixi’s rights, title and interest in and to the following patent application:

Patent for	INFONXX’s Reference	Serial Number
Personalized Assistance System and Method	Personal Pages	US 09/449,126

and any continuations, divisions, related foreign applications or substitutes thereof; and all patents that may issue from any of the foregoing, whether in the United States, its territorial possessions or in any foreign country, and all reissues, reexaminations, or extensions thereof to the end of the term or terms for which said patents are or may be granted; together with the right to enforce said patents worldwide, including, but not limited to, the right to sue and recover for past infringement thereof, with respect to which ASSIGNOR hereby waives any right to receive any portion thereof; and all rights, together with all priority rights, derived from the foregoing under any international conventions, unions, agreements, acts, or treaties, including, but not limited to, the Paris Convention and the International Convention for the Protection of Intellectual Property (collectively, the “PersonalPages Patent”).

Trademarks

All of Quixi’s rights, title and interest in and to the following trademarks, trademark applications, and any goodwill associated therewith:

(1) The "GROUP CONNECT" trademark and U.S. Trademark Registration No. 2,487,802 (issued September 11, 2001) for "GROUP CONNECT" and

(2) The "PERSONAL PAGES" trademark and U.S. Trademark Application No. 75270326 (filed April 7, 1997) for "PERSONAL PAGES".

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Appendix B
Asset Purchase Agreement

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