

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
PowerAdz.com, LLC		02/17/2005	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	PowerOne Media, Inc.		
Street Address:	400 Jordan Road		
City:	Troy		
State/Country:	NEW YORK		
Postal Code:	12180		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2318591	CARCAST	
Registration Number:	2600217	ZWIRE!	
CORRESPONDENCE DATA			
Fax Number:	(518)487-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	518-487-7618		
Email:	mricciardi@woh.com		
Correspondent Name:	Martin J. Ricciardi		
Address Line 1:	One Commerce Plaza		
Address Line 2:	Whiteman Osterman & Hanna LLP		
Address Line 4:	Albany, NEW YORK 12260		
NAME OF SUBMITTER:	Martin J. Ricciardi		
Signature:	/martin j. ricciardi/		
Date:	02/28/2005		

OP \$65.00 2318591

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, POWERADZ.COM, LLC, a limited liability company organized under the laws of the State of New York, having an office at 400 Jordan Road, Troy, New York 12180 (the "Assignor"), owns all right, title and interest in and to the trademarks (the "Marks") and the registrations therefor in the United States Patent and Trademark Office (the "Registrations"), as the same are more particularly described on **Schedule A** attached to, and made a part of, this Assignment; and

WHEREAS, POWERONE MEDIA, INC., a corporation organized under the laws of the State of Delaware, having offices at 400 Jordan Road, Troy, New York 12180 (the "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the Marks and the Registrations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which by the Assignor is hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, transfer and set over unto the Assignee its entire right, title, and interest in, to and under: (i) the Marks (ii) the Registrations; and (iii) any and all goodwill relating to the business in connection with which the Mark is used, for the use and enjoyment of the Assignee and its successors and assigns; and

HEREBY AUTHORIZES AND REQUESTS the United States Patent and Trademark Office to record the Assignee as the owner of the Marks and the Registrations; and

HEREBY FURTHER AGREES, that Assignor will, upon the request of Assignee, promptly execute and deliver to Assignee any and all papers, instruments or affidavits required or useful to apply for, maintain, issue and enforce the Marks and the registrations thereof; and

HEREBY FURTHER SELLS, ASSIGNS, TRANSFERS AND SETS OVER unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Marks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

**SCHEDULE A
TO
TRADEMARK ASSIGNMENT
ASSIGNED REGISTRATIONS**

MARK	REG. NO.	REGISTER
CARCAST	2,318,591	Principal
ZWIRE!	2,600,217	Principal