

**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>
H1, Inc.		01/21/2008	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Velocity Technology Solutions, Inc.		
<b>Street Address:</b>	850 Third Avenue		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3436006	DIGITALCONCOURSE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)983-3115		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 935 3000		
<b>Email:</b>	cbaker@mintz.com		
<b>Correspondent Name:</b>	Christine M. Baker		
<b>Address Line 1:</b>	666 Third Avenue		
<b>Address Line 2:</b>	Mintz Levin Cohn Ferris Glovsky & Popeo		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	35969-410		
<b>NAME OF SUBMITTER:</b>	Christine M. Baker, Esq.		
<b>Signature:</b>	/cmbaker/		

CH \$40.00 3436006

Date:

03/01/2009

**Total Attachments: 4**

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**TRADEMARK, TRADE NAME, COPYRIGHT, AND DOMAIN NAME  
AGREEMENT AND ASSIGNMENT**

This TRADEMARK, TRADE NAME, COPYRIGHT, AND DOMAIN NAME AGREEMENT AND ASSIGNMENT, dated as of January 21, 2008, is by and between H1, Inc., d/b/a Digital Concourse, a Minnesota corporation with an address at 32021 East Hennepin Avenue Suite LL20 Minneapolis, MN 55413 ("Agreement") and Eric Lopez, the holder of the majority shares of Seller's outstanding capital stock (collectively "Assignor") and Velocity Technology Solutions, Inc., a Delaware corporation with an address at 850 Third Avenue, 11<sup>th</sup> Floor, New York, NY, acting through its wholly owned subsidiary Digital Concourse, Inc., a Delaware corporation with an address at 850 Third Avenue, 11<sup>th</sup> Floor, New York, NY (collectively "Assignee").

WHEREAS, Assignor and Assignee executed an Asset Purchase Agreement dated December 18, 2007 which details the sale, transfer, and intended assignment from Assignor to Assignee of certain assets, specifically including trademarks, copyrights, and domain names;

WHEREAS, the Asset Purchase Agreement did not specifically delineate the trademarks, copyrights, and domain names sold, transferred, and assigned by Assignor to Assignee under the Asset Purchase Agreement; and

WHEREAS, the Parties wish to confirm and clarify the sale, transfer, and assignment from Assignor to Assignee of certain intellectual property as defined in the Asset Purchase Agreement, specifically identifying the trademarks, copyrights, and domain names sold, transferred, and assigned in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of mutual covenants and undertakings contained in the Asset Purchase Agreement, all of which are specifically incorporated herein by reference, and subject to all of the terms and conditions set forth herein, the Parties agree as follows:

1. All of the terms and conditions set forth in the Asset Purchase Agreement dated December 18, 2007 are incorporated herein by reference and made applicable to the terms of this Agreement as if fully set forth herein.

2. Pursuant to the terms of Section 5.5 of the Asset Purchase Agreement, Assignor is executing this additional Agreement to confirm and delineate more specifically the trademarks, copyrights, and domain names sold, transferred, and assigned in the Asset Purchase Agreement.

3. Assignor hereby assigns to Assignee all of the copyrights it owns in all of the tangible assets purchased by Assignee under the terms of the Asset Purchase Agreement dated December 18, 2007, including, but not limited to, all the software and databases purchased under the terms of the Asset Purchase Agreement, and the entire content of the web site located at [www.digitalconcourse.com](http://www.digitalconcourse.com).

4. Assignor hereby assigns to Assignee all of the trademarks and trade names used in its business and purchased under the terms of the Asset Purchase Agreement dated December 18, 2007. These trademarks and trade names include, but may not be limited to, those listed in Exhibit A which is attached hereto and incorporated herein by reference. To the extent the marks and names listed in the attached Exhibit A are not in current use or are not subject to enforceable common law rights, Assignor hereby agrees that Assignee shall have the right to use such marks and names, and Assignor agrees not to use these or any other confusingly similar marks or names in any business or otherwise.


5. Assignor hereby assigns to Assignee all of the domain names purchased pursuant to the terms of the Asset Purchase Agreement dated December 18, 2007, which are listed in Exhibit B which is attached hereto and incorporated herein by reference. Assignor agrees to cooperate with Assignee as necessary to effectuate the transfer of the ownership of the registrations for these domain names from Assignor to Assignee.

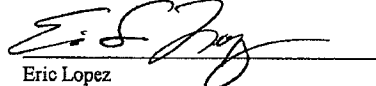
6. This Agreement assigns to Assignee all right, title, and interest in and to all of the copyrights, trademarks and domain names encompassed by the terms of this Agreement and the Asset Purchase Agreement, together with the goodwill of the business symbolized by the trademarks and trade names, and includes the right to sue for and collect damages for past infringement.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the Parties hereto as of the date first written above:

**H1, INC. d/b/a DIGITAL CONCOURSE**

**ERIC LOPEZ**


By: 

By:   
Eric Lopez

Name: Eric Lopez

Title: President

**VELOCITY TECHNOLOGY  
SOLUTIONS, INC.**

By: 

Name: THOMAS R BRUNO

Title: PRESIDENT + CEO

**DIGITAL CONCOURSE, INC.**

By: 

Name: THOMAS R. BRUNO

Title: CEO

**EXHIBIT A**

**Trademarks and/or Trade Names**

DIGITALCONCOURSE.COM (word mark)

DIGITALCONCOURSE.COM (STYLIZED and LOGO in black and white and in colors black, red, and blue)

DIGITAL CONCOURSE

DIGITAL BUSINESS COMMUNITIES

ON-DEMAND BUSINESS COMMUNITIES

SIMPLE, SMART, NOW

WHEN YOU'RE READY TO ENGAGE YOUR CUSTOMERS THE WAY THEY WORK.

COLLABORATION FOUNDATION

SITE FOUNDATION

EVENT FOUNDATION

SURVEY FOUNDATION

MARKETING AUTOMATION

THE DIGITAL CONCOURSE CONCEPT

**Trademark Logos**

