

**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
Simplexity, Inc.		02/26/2002	CORPORATION:

RECEIVING PARTY DATA

Name:	InPhonic, Inc.
Street Address:	1010 Wisconsin Avenue, N.W.
Internal Address:	Suite 600
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20007
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2518245	SIMPLEXITY
Registration Number:	2481589	SIMPLEMOBILE
Serial Number:	75772315	SIMPLEXITY.COM
Serial Number:	75887074	XACT
Serial Number:	75806017	TELEMEDIARY
Serial Number:	75808741	SIMPLESAVER
Serial Number:	75887228	X
Serial Number:	76109371	X.BILL
Serial Number:	76276050	THE NEW WAY TO CHOOSE TELECOMMUNICATIONS
Serial Number:	75808879	THE WORLD'S FIRST TELEMEDIARY

CORRESPONDENCE DATA

Fax Number: (202)457-6315  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 2518245

Phone: 202-457-6000  
Email: dlodge@pattonboggs.com, jtrevino@pattonboggs.com  
Correspondent Name: Deborah M. Lodge  
Address Line 1: 2550 M Street, N.W.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	002748.0200TM
NAME OF SUBMITTER:	Deborah M. Lodge
Signature:	/Deborah M. Lodge/
Date:	01/19/2007

**Total Attachments: 4**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of February 26, 2002, is made, executed and delivered by Simplexity, Inc., a Delaware corporation ("Company"), the following wholly-owned subsidiaries of Company: Sundial Marketplace Corporation, a Delaware corporation ("Sundial"), Simplexity Acquisition Corp., a Delaware corporation ("SAC"), and Systems Path LLC, a Delaware limited liability company ("Systems Path," and together with Company, Sundial and SAC, each a "Seller" and collectively the "Sellers"); and SimIpc Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of InPhonic, Inc. ("Buyer").

WHEREAS, Sellers and Buyer are parties to that certain Asset Purchase Agreement dated as of February 13, 2002 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Sellers are this day selling, transferring, assigning, conveying and delivering to Buyer the Acquired Assets (as defined in the Purchase Agreement) free and clear of all security interests, liens, claims, encumbrances or restrictions (except for the Assumed Liabilities); and

WHEREAS, pursuant to the Purchase Agreement, Buyer is this day assuming certain obligations of the Sellers under the Assigned Contracts and Assumed Liabilities (as defined in the Purchase Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company hereby agrees as follows:

1. Sellers do hereby grant, bargain, sell, transfer, assign, convey and deliver unto Buyer all of the Acquired Assets, including, without limitation, those contracts, agreements and other intangible property (including all Intellectual Property) which are part of the Acquired Assets.

2. Buyer hereby accepts the assignment and transfer of the Acquired Assets, and Buyer hereby assumes and agrees to perform all of the covenants and obligations that arise after the Closing Date under each of the Assigned Contracts and Assumed Liabilities (as defined in the Purchase Agreement).

3. It is expressly understood that this Agreement is intended solely to restate, and not in any manner to amend, modify, enlarge or limit any warranties or agreements contained in, the Purchase Agreement and each of the covenants, agreements, representations and warranties and indemnities contained in the Purchase Agreement with respect to the Acquired Assets and Assumed Liabilities is hereby incorporated by reference as if set forth herein in full.

4. From time to time at the request of Buyer, Sellers shall, without further consideration, execute and deliver to Buyer all such further instruments of conveyance, transfer,

assignment and confirmation and take such other action and/or authorize Buyer to take such action as Buyer may reasonably request in order for Buyer to obtain the full benefit of the transfer hereunder.

5. Each Seller hereby constitutes and appoints Buyer, and each of its successors and assigns, the true and lawful attorney-in-fact of such Seller, with full power of substitution, in the name and stead of such Seller, to demand and receive all right, title and interest in and to the Acquired Assets to which this Agreement refers, each Seller hereby acknowledges that the foregoing powers are coupled with an interest and accordingly are irrevocable.

6. This Agreement is subject to all of the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

7. All of the terms and provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns, and shall inure to the other party's benefit and its successors and assigns.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.


9. All capitalized terms used without definition herein shall have the meaning specified in the Purchase Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Buyer and Sellers have duly executed this Assignment and Assumption Agreement on the day and year first above written.

**BUYER:**

**SIMIPC ACQUISITION CORP.**

By:   
Name: David Steinberg  
Title: President

**SELLERS:**

**SIMPLEXITY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUNDIAL MARKETPLACE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIMPLEXITY ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SYSTEMS PATH LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Buyer and Sellers have duly executed this Assignment and Assumption Agreement on the day and year first above written.

**BUYER:**

**SIMIPC ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLERS:**

**SIMPLEXITY, INC.**

By: Alan Peysen  
Name: Alan Peysen  
Title: President

**SUNDIAL MARKETPLACE CORPORATION**

By: Alan Peysen  
Name: Alan Peysen  
Title: President

**SIMPLEXITY ACQUISITION CORP.**

By: Alan Peysen  
Name: Alan Peysen  
Title: President

**SYSTEMS PATH LLC**  
By SIMPLEXITY, INC., Manager

By: Alan Peysen  
Name: Alan Peysen  
Title: President

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EXHIBIT C  
EXHIBIT D  
EXHIBIT E