

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
Reason, Inc.		12/31/2001	CORPORATION:
RECEIVING PARTY DATA			
Name:	InPhonic, Inc.		
Street Address:	1010 Wisconsin Avenue, N.W.		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20007		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2639600	REASON	
Registration Number:	2493077	REASON	
CORRESPONDENCE DATA			
Fax Number:	(202)457-6315		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-457-6000		
Email:	dlodge@pattonboggs.com, jtrevino@pattonboggs.com, ccauls@pattonboggs.com		
Correspondent Name:	Deborah M. Lodge		
Address Line 1:	2550 M Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
NAME OF SUBMITTER:	Deborah M. Lodge		
Signature:	/Deborah M. Lodge/		
Date:	01/30/2007		

OP \$65.00 2639600

Total Attachments: 6

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EXHIBIT 7

TRADEMARK/DOMAIN ASSIGNMENT AGREEMENT

This TRADEMARK/DOMAIN ASSIGNMENT AGREEMENT (the "*Agreement*") is made as of December __, 2001 by and between Reason, Inc., a _____ corporation ("*Seller*") and InPhonic, Inc., a Delaware corporation ("*Buyer*").

WHEREAS, Seller wishes to effect the sale and transfer of substantially all its assets to Buyer pursuant to the terms of that certain Asset Purchase Agreement by and among Buyer and Seller and dated as of December __, 2001 (the "*Asset Purchase Agreement*");

WHEREAS, Buyer has requested that among the Assets (as defined in the Asset Purchase Agreement), Seller transfer the rights to the Transferred Names (attached hereto as Exhibit 3A); and

WHEREAS, Seller has agreed to undertake such transfer to Buyer.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.
2. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller's rights to the Transferred Names, and all derivatives and formatives thereof (in each case whether or not registered), all issued registrations and pending applications for registration.
3. The entire right, title and interest in and to such Transferred Names is to be held and enjoyed by Buyer for its own use and benefit and for the use and benefit of its successors and assigns, as fully and as entirely as the same would have been held and enjoyed by Seller had this assignment not been made.
4. Seller hereby covenants, agrees and warrants that it will, at any time upon reasonable request, without further compensation, execute and deliver any and all papers or instruments that may become necessary or desirable to secure to Buyer the full enjoyment of the rights and properties herein conveyed or intended to be conveyed.
5. All of the terms and provisions of this Agreement shall be binding upon Seller and its respective successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Domain Assignment Agreement to be executed as of the date first above written.

INPHONIC, INC.

By: 

Name: David A. Steinberg

Title: Chief Executive Officer

REASON, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Domain Assignment Agreement to be executed as of the date first above written.

INPHONIC, INC.

By: _____

Name: David A. Steinberg

Title: Chief Executive Officer

REASON, INC.

By: Chris R. Hotz

Name: CHRIS R HOTZ

Title: PRESIDENT

EXHIBIT 6

BILL OF SALE

THIS BILL OF SALE is dated as of December __, 2001 by Reason, Inc. a _____ corporation ("Seller") to InPhonic, Inc., a Delaware corporation ("Buyer"), pursuant to that certain Asset Purchase Agreement between Buyer and Seller and dated as of December __, 2001 (the "Purchase Agreement"). Capitalized terms used without definition shall have the meanings specified in the Purchase Agreement.

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns, and Buyer for its use forever hereby purchases, accepts and acquires from Seller all right, title and interest of Seller in and to the Assets of Seller, as defined in Article 1 of the Purchase Agreement.

IN WITNESS WHEREOF, this Bill of Sale is executed as of the date first above written.

REASON, INC.

 _____

Name: CHARLES R. HOTZ

Title: PRESIDENT

TRADEMARK

REEL: 003470 FRAME: 0847

"Applicable Law(s)" shall mean any applicable federal, state, local or foreign law, ordinance, order, regulation, rule or requirement of any governmental or quasi-governmental agency, instrumentality, board, commission, bureau or other authority having jurisdiction.

"Assets" shall mean (i) all right, title and interest of Seller in and to the assets, real property, personal property, equipment, intellectual property, software and other property of Seller set forth on Exhibit 1 attached hereto (collectively, the "Inventory"), (ii) all transferable net operating losses, capitalized expenses and research and development costs of Seller which may benefit the Buyer, (iii) assets, real property, personal property, equipment, intellectual property software and other property of Seller created in the ordinary course of business between November 30, 2001 and the Closing Date including the November 2001 receivables due from AT&T Broadband to Seller, which shall be collected by Seller as a condition of Closing.

"Material Adverse Effect" shall mean any material adverse change or any development involving a prospective material adverse change in or affecting the general affairs, business, prospects, management, financial position, stockholders' equity or results of operations of a Person, taken as a whole.

"Net Working Capital" shall mean current assets minus current liabilities of Seller as defined by U.S. Generally Accepted Accounting Principles, provided that for purposes of this definition, current liabilities shall not include the current portion of Seller's obligations to Silicon Valley Bank or obligations in connection with that certain Note and Warrant Purchase Agreement between the Company and certain of its stockholders.

"Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, unincorporated association, trust or other legal entity.

"Preferred Documents" shall mean Buyer's amended and restated certificate of incorporation, voting agreement, investor rights agreement, right of first refusal and co-sale agreement and any other agreement relating to the terms, restrictions or rights of the Preferred Stock.

"Transferred Names" shall have the meaning set forth in Exhibit 7 to this Agreement.

ARTICLE II

SALE AND TRANSFER OF ASSETS AND ASSUMPTION OF CERTAIN LIABILITIES

2.1 Transfer of Assets. Except as otherwise herein expressly set forth, Seller hereby agrees that at the Closing provided for in Section 4.1 hereof (the "**Closing**"), Seller shall sell, assign, transfer, convey and deliver to Buyer all of Seller's right, title and interest in and to the Assets.