

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
InPhonic, Inc.		12/21/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Simplexity, LLC c/o Versa Capital Management, Inc.
Street Address:	2929 Arch Street
Internal Address:	Cira Centre
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2637716	UNIFIED INFORMATION
Registration Number:	2658604	WELCOME TO OUR WIRELESS WORLD
Registration Number:	2768131	WIREFLY
Registration Number:	2869870	POINT.COM
Registration Number:	2843311	POINT.COM
Registration Number:	2948952	POWERED BY INPHONIC
Registration Number:	2882387	STARBOX
Registration Number:	2991879	WE DELIVER CELLULAR
Registration Number:	2630092	INPHONIC
Registration Number:	2639600	REASON
Registration Number:	2493077	REASON
Registration Number:	2470822	W-TRADE
Registration Number:	2592865	MATCH

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Registration Number:	2566727	GADGETSPACE
Registration Number:	2595837	AVESAIR
Registration Number:	2481589	SIMPLEMOBILE
Registration Number:	2518245	SIMPLEXITY
Registration Number:	2528160	SIMPLEXITY.COM
Registration Number:	2604395	THE NEW WAY TO CHOOSE TELECOMMUNICATIONS
Serial Number:	78974702	U-DOO
Serial Number:	78974699	U-DOO
Serial Number:	78974696	U-DOO
Serial Number:	78958868	U-DOO
Serial Number:	78958719	U-DOO
Serial Number:	78958710	U-DOO
Serial Number:	78767905	MFLY
Serial Number:	78760429	WIREFLY
Serial Number:	78760468	JOE MOBILE
Serial Number:	78760470	JOE MOBILE
Serial Number:	77133272	1010 INTERACTIVE
Serial Number:	77188705	CELLULAR CHOICES
Serial Number:	77235162	A1 WIRELESS
Serial Number:	77235143	A 1 WIRELESS

CORRESPONDENCE DATA

Fax Number: (312)660-0424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-2000
Email: ccasey@kirkland.com, csun@kirkland.com, knunemaker@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 200 East Randolph Drive, Suite 5300
Address Line 2: c/o Chuan Sun
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	42088-11
NAME OF SUBMITTER:	Chuan Sun
Signature:	/Chuan Sun/
Date:	12/21/2007

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 21~~st~~ day of December 2007 ("Effective Date"), by and between InPhonic, Inc., a Delaware corporation ("Assignor") and Simplicity, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein shall have the meanings set forth in the Agreement (defined below).

WHEREAS, Assignor and Assignee's parent company, Adeptio INPC Funding, LLC ("Adeptio"), are parties to that certain Asset Purchase Agreement, dated as of November 8, 2007, by and among Assignor, Adeptio and certain direct and indirect Subsidiaries of Assignor (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Trademarks owned by Assignor, including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill associated therewith ("Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Assigned Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims in law or equity by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for, and collect damages for the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks.

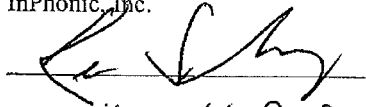
Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any

of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

InPhonic, Inc.



Name: Kenneth D. Schwarz

Title: Chief Financial officer

Simplexity, LLC

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

InPhonic, Inc.

Name: _____

Title: _____

Simplaxity, LLC



David S. Lortz

Name: *David S. Lortz*

Title: *Authorized Person*

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
UNIFIED INFORMATION	2,637,716	10/15/02
WELCOME TO OUR WIRELESS WORLD	2,658,604	12/10/02
WIREFLY	2,768,131	9/23/03
	2,869,870	8/3/04
	2,843,311	5/18/04
POWERED BY INPHONIC	2,948,952	5/10/05
STARBOX	2,882,387	9/7/04
WE DELIVER CELLULAR	2,991,879	9/6/05
INPHONIC	2,630,092	10/8/02
REASON	2,639,600	10/22/02
REASON	2,493,077	9/25/01
W-TRADE	2,470,822	7/24/01
MATCH	2,592,865	7/9/02
GADGETSPACE	2,566,727	5/7/02
AVESAIR	2,595,837	7/16/02
SIMPLEMOBILE	2,481,589	8/28/01
SIMPLEXITY	2,518,245	12/11/01
SIMPLEXITY.COM	2,528,160	1/8/02
THE NEW WAY TO CHOOSE TELECOMMUNICATIONS	2,604,395	8/6/02

U.S. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date
U-DOO	78/974,702	9/14/06
U-DOO	78/974,699	9/14/06
U-DOO	78/974,696	9/14/06
U-DOO	78/958,868	8/23/06
U-DOO	78/958,719	8/23/06
U-DOO	78/958,710	8/23/06
MFLY	78/767,905	12/6/05

Trademark	Application Number	Application Date
WIREFLY	78/760,429	11/23/05
JOE MOBILE	78/760,468	11/23/05
JOE MOBILE	78/760,470	11/23/05
1010 INTERACTIVE	77/133,272	3/16/07
CELLULAR CHOICES	77/188,705	5/23/07
A 1 WIRELESS	77/235,162	7/20/07
A 1 WIRELESS	77/235,143	7/20/07