

10-13-2000



101487089

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MED
9.26.00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year <input type="text" value="05/16/00"/>
		<input type="checkbox"/> Change of Name	
		<input checked="" type="checkbox"/> Other	<input type="text" value="Sale Agreement"/>

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

10/12/2000 DBYRNE 00000035 75923435 FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 2154 FRAME: 0736

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/923,435"/>	<input type="text" value="76/018,064"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

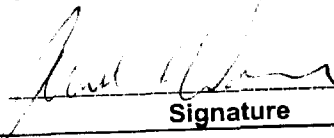
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Richard C. Woodbridge, Esq.

Name of Person Signing



Signature



Date Signed

SALE AGREEMENT

THIS SALE AGREEMENT ("Agreement") is entered into as of May 16, 2000 (the "Effective Date"), by and between FunYellow, Inc., a Delaware corporation ("FunYellow") and Heath Robert Thompson ("Mr. Thompson").

A. Mr. Thompson has registered with Network Solutions, and is the sole owner of the domain name "funmail.com." (the "Name").

B. Mr. Thompson desires to sell to FunYellow, and FunYellow desires to purchase from Mr. Thompson the Name, all upon the terms and conditions contained below.

NOW, THEREFORE, in consideration of the foregoing recitals and the respective undertakings of the parties set forth below, the parties agree as follows:

1. Sale of Name. Mr. Thompson hereby sells to FunYellow all right, title and interest in and to Name. Such sale includes all trademark and other intellectual property rights Mr. Thompson may have in and to the Name and its constituent part "funmail." To the extent that exclusive title and/or ownership in the Name, the mark "funmail," and/or any trademark or other intellectual property rights embodied therein may vest in Mr. Thompson, Mr. Thompson hereby irrevocably assigns, transfers and conveys to FunYellow all right, title and interest therein, subject to the Revision clause (item 4) below. After the Effective Date, Mr. Thompson shall cease all use of the Name and "funmail" in connection with his business or any business in which he is a part, and any such use shall thereafter only be made with the written authorization of FunYellow, in its sole discretion.

2. Assistance by Mr. Thompson. As requested by FunYellow, Mr. Thompson agrees to promptly take all actions necessary to assign the Name to FunYellow and carry out the intent of this Agreement, including executing and filing such documents with Network Solutions as may be necessary to perfect FunYellow's ownership of, and transfer all right title and interest in the Name and the mark "funmail.com" from Mr. Thompson to FunYellow.

3. Payment by FunYellow.

(a) Stock Issuance. In consideration of the agreements by Mr. Thompson contained herein, FunYellow agrees to issue Mr. Thompson shares of its stock equal to a value of Forty Two Thousand Dollars (\$42,000). The price per share of such stock shall be equal to the per share price of FunYellow's next round of financing. Such financing is anticipated to close before June, 2000. Upon issuance of such stock, Mr. Thompson will have all of the rights, benefits, and privileges as all other FunYellow stock holders having the same class of stock (Preferred Series B) as Mr. Thompson. Mr. Thompson agrees to execute and

Adam Levine's Initials A.L.

Heath Thompson's Initials HT

Page 1 of 4

deliver all documents and take all actions required by FunYellow in connection with vesting his ownership of shares, including execution of FunYellow's standard subscription agreement.

(b) Use of Media Engine.

(i) As additional consideration, Mr. Thompson shall have the right to use FunYellow's proprietary media engine, provided that Mr. Thompson does not make money in a manner competitive to Fun Yellow's business, such as making money selling licenses to the FunYellow media engine or technology.

(ii) Mr. Thompson shall not be required to pay a fee to FunYellow for using the media engine, provided that Mr. Thompson does not earn revenues from such use in excess of \$100,000. If Mr. Thompson begins earning revenue from his use of the media engine in excess of \$100,000, then FunYellow shall have the right to charge Mr. Thompson for such use, not to exceed fifty percent (50%) of the lowest rate charged by FunYellow to its customers for similar use.

4. Reversion.

A) In the event that FunYellow (1) ceases all commercial use of the Name and the mark "funmail," or (2) becomes insolvent such that it must make a general assignment of its rights to its creditors, appoint a receiver, or file for protection under the federal bankruptcy statutes, FunYellow agrees to transfer all of its right, title and interest in and to the Name to Mr. Thompson, without receiving compensation from Mr. Thompson. This transfer shall take place before FunYellow files any petition for bankruptcy protection, and shall not be construed as part of the bankruptcy estate.

B) Mr. Thompson sells the domain name "funmail.com" to FunYellow in exchange for FunYellow company stock in the expectation that FunYellow will use the domain name to enhance the value of the FunYellow company and its stock. FunYellow shall not simply sell off the domain name "funmail.com" as a single, independent asset. Such a sale of the Name must be part of the sale of the FunYellow company, or some significant subsidiary company, such as FunYellow Inc., or FunChat Inc. In the event that FunYellow should try to sell the domain name "funmail.com" as a single, independent asset, without being a central feature of, and surrounded by the sale of the FunYellow business, or a significant subsidiary business, then FunYellow must transfer all of its right, title and interest in and to the Name to Mr. Thompson, without receiving compensation from Mr. Thompson.

5. Maintenance of the FunMail.com domain name registration and trademark -

A). Maintenance of the "FunMail.com" as a registered domain name. - Funyellow, its heirs, and assignee's, is required to keep the domain name

Adam Levine's Initials

A.L.

Heath Thompson's Initials

H.T.

Page 2 of 4

FunMail
A-L.

"funmail.com" registered with the authorities that register domain names on the Internet, for example, with Network Solutions Inc. Hence, FunYellow cannot let the registration of FunMail.com lapse. FunYellow will pay such registration fees and fill out such forms as needed to keep funmail.com registered, preferably in blocks of 10 years at a time. Should FunYellow, or its assignee's allow registration of the domain name Funmail.com to lapse, then FunYellow, its heirs and assignees, must pay compensation to Heath Robert Thompson, in the amount of fair appraised value of the domain name at that time.

b) Trademark Maintenance - Heath Thompson has submitted a trademark application to the US Patent and Trademark Office on the domain name funmail.com. FunYellow will undertake to complete and extend the trademark on funmail.com, FunYellow will apply for such additional trademark categories as FunYellow deems appropriate to further its business plan.

B. Representations by FunYellow. As part of this agreement, FunYellow has represented the following:

- a) The FunYellow company is a corporation engaged in the bona fide development of a media engine called the FunYellow media engine.
- b) The FunYellow Prospectus provided to Heath Thompson by Adam Lavino is a valid and truthful prospectus for the FunYellow company, and it accurately describes the FunYellow media engine, its intended application, the FunYellow business model and business plan. The FunYellow prospectus is attached to and becomes part of this agreement. With regards to the prospectus, we note that FunYellow's business model may grow and change as market opportunities present themselves. For example, FunYellow may explore growth opportunities in wireless communications.
- c) The FunYellow company has submitted one patent application on the FunYellow media engine to the US Patent and Trademark Office (USPTO). A second patent application on the FunYellow media engine is nearly ready for submission to the USPTO.
- d) The FunYellow company has already obtained an initial round of capital funding exceeding one million dollars.
- e) The FunYellow company is in the process of obtaining a second round of venture capital funding of in the range of \$1 million to \$3 million, of which \$1 million is committed at this time, and \$1 - \$2 million is in the strong interest category. FunYellow expects to complete this second round of venture funding by June, 2000.

7. Miscellaneous.

(a) Entire Agreement/Modification. This Agreement supersedes any and all other agreements or understandings, whether oral, implied or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such matters in their entirety. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have

Adam Lavino's Initials AL

Heath Thompson's Initials HT

been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto.

(b) Governing Law. This Agreement shall be governed and interpreted under the laws of the State of California without respect to conflicts of laws principles.

(c) Severability. If any provision in this Agreement is held by a court of competent jurisdiction or by an arbitrator to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

(d) Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. The obligations of either party with respect to such right shall continue in full force and effect.

(e) Attorneys' Fees. In the event of any suit, action, or arbitration is instituted to enforce or interpret the terms of this Agreement, the prevailing party in such suit, action, or arbitration, including any appeal therefrom, shall be entitled to recover from the other party its reasonable attorneys' fees, including fees incurred in preparation for any such proceeding.

IN WITNESS WHEREOF, this Agreement is entered into at San Francisco, California, as of the date first written above.

"FUNYELLOW"
FUNYELLOW, INC., a Delaware corporation

"MR. THOMPSON"

By: *Adam Lavina*
Adam Lavina, President
Date: 5/16/00

By: *Heath R. Thompson*
Heath Robert Thompson
Date: _____

Adam Lavina's Initials A.L.

Heath Thompson's Initials HT