

12-12-2000



101546741

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-17-00

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
Effective Date
Month Day Year
- Other

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 Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

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

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2130415"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2169121"/>	<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.)

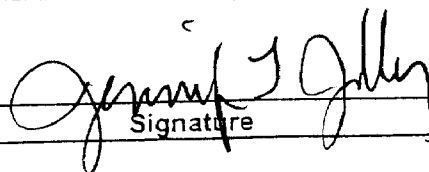
Deposit Account Number: #

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.

Jennifer L. Jolley
Name of Person Signing


Signature

11/15/00
Date Signed

ASSET PURCHASE AGREEMENT
AND RELATED TRANSACTION DOCUMENTS
dated April 27, 2000
by and between
ALTREC, INC.,
GREAT OUTDOORS.COM, L.L.C. and
COX INTERACTIVE MEDIA, INC.

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 dated April 27, 2000
 by and between
**ALTREC, INC.,
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 COX INTERACTIVE MEDIA, INC.**

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of April 27, 2000, by and between Atrac, Inc., a Delaware corporation ("Purchaser"), Great Outdoors.com, L.L.C., a Delaware limited liability company ("Seller") and Cox Interactive Media, Inc. a Delaware corporation ("Cox").

WITNESSETH:

WHEREAS, Seller is engaged in the business of operating an Internet website, which consists of, but is not limited to, a domain name, software to generate and operate the website, and content that is incorporated into the website, located at www.greatoutdoors.com and featuring content relating to outdoor activities, wildlife, adventure travel and other matters appealing to the interests of outdoors enthusiasts (the "Business"); and

WHEREAS, Cox owns a 75% membership interest in Seller and Outdoor Life Network, L.L.C., a Delaware limited liability company ("OLN"), owns the remaining 25% membership interest in Seller; and

WHEREAS, Purchaser and Cox are concurrently entering into a Stock Purchase Agreement (the "Stock Purchase Agreement"), pursuant to which Purchaser has agreed to issue and sell to Cox certain shares of Purchaser's Series B Convertible Preferred Stock, par value \$0.001 per share (the "Series B Preferred Stock"); and

WHEREAS, in conjunction with the execution and delivery of the Stock Purchase Agreement, Purchaser desires to purchase from Seller and Cox, and Seller and Cox desire to sell to Purchaser, on the terms and subject to the conditions of this Agreement, all right, title and interest of Seller and Cox in and to substantially all of the assets of Seller and certain of the assets of Cox used in connection with the Business, subject to certain liabilities, in exchange for the issuance to Seller of 2,721,089 shares of the Series B Preferred Stock (the "Shares"); and

WHEREAS, subsequent to the consummation of the transactions contemplated by this Agreement, Seller intends to liquidate and dissolve and to assign to its members, pro rata in accordance with their respective membership interests in Seller, Seller's right to receive the Shares and its other rights under this Agreement and the other Transaction Agreements (as defined herein), and to file a Certificate of Cancellation with the Secretary of State of the State of Delaware in order to effect the dissolution of Seller.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter contained, the parties hereto agree as follows:

1. DEFINITIONS.

1.1 The following terms used in this Agreement shall have the meanings set forth in this Section 1.1:

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"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

"Assets" shall have the meaning set forth in Section 2.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" means any and all proprietary and confidential information concerning the parties hereto including, without limitation, inventions, trade secrets, ideas, processes, formulas, source and object codes, data programs, other works of authorships, know-how, improvements, discoveries, developments, designs, techniques, sales and marketing plans, business plans, budgets and unpublished financial statements; provided, however, that "Confidential Information" shall not include any material or information concerning a party that (i) has been made public by such party; (ii) becomes known to another party hereto prior to receipt from such first-named party; (iii) is received by another party hereto without breach of this Agreement from a third party not under an obligation to maintain its confidentiality; and (iv) has been independently developed by another party without the use of such first-named party's Confidential Information.

"Employee Benefit Plan" means any plan, program, policy, practice, contract, agreement or other arrangement providing for compensation, severance, termination pay, deferred compensation, performance awards, stock or stock-related awards, fringe benefits or other employee benefits or remuneration of any kind, whether formal or informal, funded or unfunded and whether or not legally binding, including, without limitation, any "employee benefit plan" (within the meaning of Section 3(3) of ERISA) which is or has been maintained, contributed to, or required to be contributed to, by the Seller for the benefit of any employee, and pursuant to which the Seller has or may have any material Liability or obligation, contingent or otherwise.

"ERISA" shall mean the United States Employee Retirement Income Security Act of 1974, as amended.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Intellectual Property" means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (a) rights associated with works of authorship, including but not limited to copyrights (including without limitation the sole and exclusive right to prepare "derivative works" (as defined in the Copyright Act of 1976, as amended) of the copyrighted work and to copy, manufacture, reproduce, distribute copies of, modify, publicly perform and display the copyrighted work and all derivative works thereof), moral rights (including without limitation any right to identification of authorship and any limitation on subsequent modification) and mask-works, (b) right in and relating to the protection of trademarks, service marks, trade names, goodwill, rights in packaging, rights of publicity and privacy, merchandising rights and similar rights, (c) rights in and relating to the protection of trade secrets and confidential information, (d) patents, designs, algorithms and other industrial property rights and rights associated therewith, (e) other intellectual and industrial property and proprietary rights (of every kind and nature however designated) relating to intangible property that are analogous to any of the foregoing rights (including without limitation logos, character rights, "rental rights" and rights to remuneration), whether arising by

operation of law, contract, license or otherwise, (f) registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force throughout the universe (including without limitation rights in any of the foregoing), (g) rights to domain names, (h) any goodwill associated with the foregoing, and (i) rights in and relating to the sole and exclusive possession, ownership and use of any of the foregoing throughout the universe, including without limitation the right to license and sublicense, franchise, assign, pledge, mortgage, sell, transfer, convey, grant, gift over, divide, partition and sue (or not sue) in any way any of the foregoing now or hereafter (including without limitation any claims and causes of action of any kind with respect to, and any other rights relating to the enforcement of, any of the foregoing).

“Liability” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

“Security Interest” means any mortgage, pledge, lien, encumbrance, charge, equity, claim, covenant, condition, restriction or other security interest, other than (i) liens for current taxes not yet due and payable; (ii) landlord’s liens and liens for property taxes not delinquent; (iii) statutory liens that were created in the Ordinary Course of Business; (iv) leasehold interests in property owned by others; (v) restrictions or rights granted to governmental authorities under applicable law; and (vi) zoning, building or similar restrictions, easements, rights-of-way, reservations of rights or other restrictions or encumbrances relating to or affecting property.

“Tax” or, collectively, “Taxes” shall mean (i) any and all federal, state, local, or foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts (ii) any liability for the payment of any amounts of the type described in clause (i) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, and (iii) any liability for the payment of amounts of the type described in clauses (i) or (ii) of this definition as a result of any express or implied obligation to indemnify any other Person or as a result of any obligations under any agreements or arrangements with any other Person with respect to such amounts and including any liability for taxes of a predecessor entity.

2. SALE OF ASSETS. Subject to the terms and conditions set forth in this Agreement, Seller and Cox agree to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser agrees to purchase from Seller and Cox, all right, title and interest of Seller and Cox in and to all of the tangible and intangible assets owned by Seller or Cox, as the case may be, and used in connection with the conduct of the Business, as described in this Section 2, free and clear of any Security Interests, all of which assets, properties and rights are collectively referred to in this Agreement as

the "Assets." Notwithstanding the following, the Assets shall not include the Excluded Assets (as defined below).

2.1 Included Assets. The Assets shall include, but not be limited to, all right, title and interest of Seller or Cox, as the case may be, in and to all of the following assets, wherever located, owned by Seller or Cox, as the case may be, whether tangible or intangible, used in connection with the Business:

(a) Fixed Assets. All machinery, equipment (including computer equipment), hardware, furniture and fixtures, engineering equipment, tools and other items of tangible personal property that are owned by Seller and used in the operations of the Business.

(b) Assigned Agreements. Those existing advertising agreements, content license agreements, and other contracts or agreements to which Seller or Cox is a party or to which the Assets are subject in connection with the Business set forth on Exhibit A hereto (collectively, the "Assigned Agreements").

(c) Leases and Purchase Options. All leases and all options held by Seller to purchase equipment, facilities, or other property used in the operation of the Business.

(d) Intellectual Property. All of Seller's right, title and interest in and to the Intellectual Property owned by Seller, including Intellectual Property listed in Exhibit B held by Cox on behalf of and for the benefit of Seller ("GO Intellectual Property"). The GO Intellectual Property will include all registered trademarks and service marks and domain names set forth in Exhibit B hereto.

(e) Books and Records. All books and records of Seller pertaining to the Business, excluding limited liability company minute books of Seller, all personnel records, books of account and tax records (collectively, "Excluded Records"); provided, however, that Purchaser shall be entitled to access to and the right to make copies of such excluded items that reasonably relate to the Business of Seller before the Closing. After the Closing, Seller shall be entitled to access to and to make copies of such books and records delivered to Purchaser to the extent necessary or useful in preparing its tax returns and financial reports and for other proper corporate purposes.

(f) Goodwill. All goodwill of the Business.

(g) Accounts Receivable. Seller's rights as of the Closing date (as defined below) to payments for the sale of advertising and other goods and services in connection with the Business or any receivables associated with advances to employees.

(h) Website Content. All of Seller' and/or Cox's right, title and interest in and to all text, data, artwork, graphics, designs, visual works, audio works, audiovisual works, digital assets, links and all other similar information and all HTML, Java, and all other computer code necessary to display such information and materials via an Internet website (excluding proprietary software or computer code developed by Cox including, but not limited to, the proprietary software known as Pac-Man) that exist on or are incorporated into the greatoutdoors.com website (the "Website Content") as of Closing.

2.2 Excluded Assets. The Assets to be sold to Purchaser hereunder shall not include the following (collectively, the "Excluded Assets"):

(a) the consideration to be delivered to Seller pursuant to this Agreement and any of Seller's rights under this Agreement or under any of the other Transaction Agreements;

(b) Seller's cash on hand as of the Closing (as such term is defined below) and all other cash in any of Seller's bank or savings accounts; any insurance policies, letters of credit or other similar items and cash surrender value in regard thereto; and any stocks, bonds, certificates of deposit and similar investments;

(c) Seller's Excluded Records and other limited liability company records of Seller having exclusively to do with the limited liability company organization and capitalization of Seller;

(d) membership interests of Seller;

(e) any pension, profit sharing, retirement, bonus, stock purchase, savings plans and trust, Section 401(k) plans, health insurance plans (including any insurance contracts or policies related thereto), and the assets thereof and any rights thereto, and all other plans, agreements or understandings to provide employee benefits of any kind for employees of Seller;

(f) any interest in and to any refunds of federal, state or local franchise, income or other taxes for periods prior to the Closing Date; and

(g) any right, title and interest in and to all registered trademarks and service marks of Cox; and

(h) any and all elements of the infrastructure, equipment, accounts receivable, software, software tools and other assets of Cox (including rights of Cox to use the Austin Internet development studio owned by affiliates of Cox) that may have been made available to the Seller in connection with the Business and such other assets as are listed in Exhibit C hereto.

2.3 Non-Assignment of Certain Agreements. Notwithstanding anything to the contrary in this Agreement, to the extent that assignment hereunder of any of the Assets shall require the consent of any other party, neither this Agreement nor any action taken pursuant to its provisions shall constitute an assignment or agreement to assign if such assignment or attempted assignment would constitute a breach thereof or result in the loss or diminution thereof. Seller shall notify the Purchaser prior to the Closing (as such term is defined below) of the existence of any agreement with respect to which Seller has not obtained any necessary consent to assignment. If any such consent is not obtained prior to Closing, Seller shall cooperate with Purchaser in any reasonable arrangement designed to provide the Purchaser the benefits under any such agreement, including, without limitation, entering into such instruments as may be necessary to effect, to the extent permitted by law, an equitable assignment by Seller to Purchaser of all of Seller's rights, benefits, title and interest in and to any such agreement, and where necessary or appropriate, to designate Purchaser as the agent of Seller for the purpose of completing, fulfilling and discharging all of Seller's rights and liabilities under any such agreement.

2.4 Closing. The purchase and sale of the Assets contemplated hereunder shall take place at the offices of Wilson Sonsini Goodrich & Rosati, P.C., 5300 Carillon Point, Kirkland, Washington, at 10 a.m., on April 27, 2000, or at such other time and place as the Seller and Purchaser shall mutually agree, either orally or in writing (which time and place are designated as the "Closing"). The date on which the Closing occurs is designated as the "Closing Date."

3. CONSIDERATION FOR TRANSFER.

3.1 The consideration to be issued and delivered by Purchaser to Seller for the sale, transfer, conveyance, assignment and delivery to Purchaser of the Assets pursuant to this Agreement shall be Two Million, Seven Hundred Twenty-One Thousand, and Eighty-Nine (2,721,089) shares of the Series B Preferred Stock, all of which shares shall be delivered to Seller at the Closing.

3.2 Allocation of Purchase Price. The parties agree that the preliminary allocation of the purchase price for the Assets shall be as determined by the allocation set forth on Exhibit D hereto, which shall be binding on all parties. Such allocation may be amended or modified by the Purchaser at any time within 60 days after the Closing Date with the prior written consent of Seller, which consent shall not be unreasonably withheld. Each party agrees to report this transaction for state and federal purposes in accordance with the final allocation and not to file any Tax return or otherwise take a position with state or federal tax authorities that is inconsistent with such final allocation.

3.3 Deliveries at the Closing. At the Closing, Purchaser and Seller will execute, acknowledge (if appropriate), and deliver the Instrument of Assumption and a Bill of Sale and General Assignment of Assets in the form attached hereto as Exhibit E. Simultaneously with such delivery, Seller will use commercially reasonable efforts and take all action as may be necessary to put Purchaser in possession of the Assets.

3.4 Assumed Liabilities. Purchaser shall assume and undertake to pay, discharge and perform only the following obligations, duties and liabilities: (a) any obligation or liability of Seller arising out of or related to the ownership and operation of the Business and the Assets to the extent that the obligations and liabilities arise with respect to events and circumstances that are attributable to the period after the Closing; (b) any liability or obligation to any former employee of Seller who has been hired by Purchaser, attributable to any period of time on or after the Closing Date; (c) any liability or obligation arising out of any litigation, proceeding or claim by any person relating to the operations of the Business or any of the Assets with respect to any events or circumstances that are attributable to the period after the Closing; (d) any severance or other liability arising out of the termination of any employee's employment with or by Purchaser after the Closing; and (e) any duty, obligation or liability relating to any pension, Section 401(k) or other similar plan, agreement or arrangement provided by Purchaser to any employee or former employee of Seller after the Closing.

3.5 Liabilities Not Assumed. Except as expressly set forth in this Agreement, the Purchaser does not assume or agree to perform any Liabilities not specifically contemplated by Section 3.4 hereof, including, but not limited to, the following Liabilities:

- (i) Any Liabilities arising from accounts payable of Seller;

(ii) Any indebtedness of Seller for money borrowed or for the deferred purchase price of property or services or capital lease obligations;

(iii) Any Liability or obligation of Seller for Taxes of Seller or any Person for any taxable period, including Taxes imposed on Seller as a transferee or successor, by contract or otherwise, and any Liability or obligation for Taxes attributable to the Assets for all periods (or portions thereof) ending on or prior to the Closing Date.

(iv) Any Liability or obligation of Seller as a result of any legal or equitable action or judicial or administrative proceeding initiated at any time caused by or resulting from any action that occurred or condition that existed prior to the Closing Date and in respect of anything done, suffered to be done or omitted to be done by Seller or any of its directors, officers, employees or agents;

(v) Any Liability of Seller for costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby;

(vi) Any Liability or obligation of Seller under this Agreement or incurred in connection with the making or performance of this Agreement;

(vii) Any Liability or obligation of Seller arising out of any Employee Benefit Plan established or maintained by Seller for the benefit of past or present employees of Seller, or to which Seller contributes, or any Liability on the termination of any such plan;

(viii) Any Liability or obligation of Seller for making payments or providing benefits of any kind to its employees or former employees, including, without limitation, (A) as a result of the sale of the Assets or as a result of the termination by Seller of any employee or decision by Purchaser not to hire any such employee, (B) any obligation to provide current or former employees of Seller (including individuals who become former employees by reason of the consummation of the transactions contemplated by this Agreement) COBRA continuation coverage or continuation coverage under any other comparable law (state or federal), (C) any Liability or obligation in respect of medical and other benefits for existing and future retirees of Seller and for claims made after Closing in respect of costs and expenses incurred prior to Closing, (D) any Liability or obligation in respect of work-related employee injuries or worker's compensation claims by employees or former employees of Seller, and (E) any Liability or obligation in respect of employee bonuses payable to current or former employees of Seller, and (D) any Liability or obligation in respect of any severance payment or any other benefit due to employees of Seller who do not become employees of Purchaser;

(ix) Any Liability pertaining to Seller or its businesses and arising out of or resulting from noncompliance prior to the Closing Date with any laws, statutes, ordinances, rules, regulations, orders, determinations, judgments or directives, whether legislatively, judicially or administratively promulgated; and

(x) Any Liability or obligation of Seller under any licenses, contracts or agreements not listed on Exhibit A hereto.

4. **EXCISE AND PROPERTY TAXES.** State and local personal property taxes on the Assets for tax periods including the date of Closing shall be pro rated between Seller and Purchaser

as of the Closing, with any net difference paid by the appropriate party at Closing or within 30 days following the determination of such net difference.

5. REPRESENTATIONS AND WARRANTIES OF SELLER AND COX. Seller and Cox, jointly and severally, represent and warrant to the Purchaser that the statements contained in this Section 5 are correct and complete as of the date of this Agreement, except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedules"). The schedules in the Disclosure Schedules will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 5.

5.1 Organization, Good Standing and Qualification. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, has all necessary limited liability company powers to own its properties and to carry on its business as now owned and operated by it, and is duly qualified to do business in all jurisdictions in which the nature of Seller's business or of its properties makes such qualification necessary and in which the failure to be so qualified would have a material adverse effect on Seller's financial condition or operations.

5.2 Subsidiaries. Seller does not own, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, limited liability company, business, trust or other entity.

5.3 Taxes.

(a) Filing of Tax Returns. Seller has filed with the appropriate taxing authorities all returns in respect of any and all Taxes required to be filed through the date hereof. Such returns and other information filed in respect of any Taxes are complete and accurate in all material respects.

(b) Payment of Taxes. As of the Closing Date, all amounts required to be paid by Seller to taxing authorities or others, whether or not shown on any return, on or before the date hereof, have been timely paid, or will be timely paid, or an adequate reserve has been established therefor, and Seller has no material liability for Taxes in excess of the amounts so paid or reserves so established. Seller has complied with all applicable laws, rules and regulations relating to the payment and withholding of Taxes, including timely payment of amounts owed to and timely amounts withheld from employees, independent contractors, creditors and other third parties.

5.4 Real Property. Seller owns no interest in real property other than its leasehold interest in and to that certain real property sub-leased by Seller as set forth in Schedule 5.4.

5.5 Tangible Personal Property. Section 5.5 of the Disclosure Schedules is a list as of the date hereof of all material items of Seller's tangible personal property including all machinery, equipment (including computer equipment), hardware, furniture, supplies, tools and all other tangible personal property owned by Seller and used in connection with the Business. To Seller's knowledge, all tangible personal property of Seller is in good operating condition and repair, ordinary wear and tear excepted and is suitable for the purposes for which it presently is used.

5.6 Intellectual Property. To its knowledge, the Seller has the valid right to use the GO Intellectual Property. Except as set forth in Section 5.6 of the Disclosure Schedules, the Seller has not received any communications alleging that the Seller has violated or, by conducting its business as now conducted or as proposed to be conducted, would violate any of the rights in the intellectual property of any other Person. Except as set forth in Section 5.6 of the Disclosure Schedules, to its knowledge, the Seller is not infringing upon the right or claimed right of any Person with respect to any of the GO Intellectual Property. To its knowledge, the Seller has not licensed any of the GO Intellectual Property to any other Person, nor does any other Person have an option or any other right to acquire any of the GO Intellectual Property other than in the Ordinary Course of Business (except for intellectual property that is in the public domain). Except as set forth in Section 5.6 of the Disclosure Schedules, to the Seller's knowledge, none of the Seller's employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any order, writ, injunction, judgment, instrument or decree of any court, administrative agency, government agency or instrumentality that would interfere with the use of such employee's best efforts to promote the interest of the Seller or that would conflict with the business of the Seller (as currently conducted or proposed to be conducted). To the Seller's knowledge, all of the GO Intellectual Property has been created by the employees of the Seller within the scope of their employment by the Seller or by independent contractors of the Seller who have executed agreements expressly assigning all right, title and interest in such GO Intellectual Property to the Seller. To the Seller's knowledge, no portion of the Seller's GO Intellectual Property was jointly developed with any third party.

5.7 Title to Assets.

(a) Seller and/or Cox, as the case may be, has good and marketable title to, and the power to sell or assign, all the Assets, which constitute all the assets that are owned by Seller and/or Cox, as appropriate, and used in the Business (other than Excluded Assets); provided, however, that the Website Content is subject to obtaining the consent listed in Section 5.10 of the Disclosure Schedules, and with respect to content provided or licensed by third parties, to the terms and conditions of any license listed in Section 5.7 of the Disclosure Schedules and to any terms and conditions set forth in agreements listed in Section 5.7 of the Disclosure Schedules. All the Assets are free and clear of all Security Interests.

(b) Notwithstanding anything to the contrary set forth in this Agreement, no representations, warranties or covenants of any nature whatsoever are made by Seller to Purchaser with respect to the Excluded Assets.

5.8 Compliance with Laws. The Seller has complied in all material respects with all applicable laws (including rules, regulations, codes, injunctions, judgments, orders, decrees and rulings thereunder) of federal, state and local governments (and all agencies thereof) in the conduct of the Business, and no action, suit, proceeding, hearing, governmental investigation, charge, complaint, claim, demand, or notice has been filed or commenced against the Seller alleging any failure so to comply.

5.9 Litigation. There is no suit, action, arbitration, or legal, administrative or other proceeding or governmental investigation pending or, to Seller's knowledge, threatened against or affecting Seller, the Business or the Assets. Neither Seller nor Cox is in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or

instrumentality issued with respect to Seller or Cox that would have a material adverse effect on Seller's or Cox's ability to perform its obligations under this Agreement or that would affect the Business.

5.10 Absence of Conflicting Agreements; Consents. Subject to obtaining the consents listed in Section 5.10 of the Disclosure Schedules or as otherwise disclosed in Section 5.10 of the Disclosure Schedules, the execution, delivery and performance by Seller and Cox of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time or both): (i) do not require the consent of any third party; (ii) will not conflict with any provision of the limited liability company agreement of Seller or the certificate of incorporation or bylaws of Cox; (iii) will not conflict with, result in a breach of, or constitute a default under any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation or ruling of any court or governmental authority applicable to Seller or Cox; (iv) will not conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice, under any agreement, contract, lease, license, instrument, or other arrangement to which Seller and/or Cox, as appropriate, is a party or by which it is bound or to which its assets may be subject; and (v) will not result in the creation of any Security Interest upon any of the Assets.

5.11 Governmental Consent. Neither the Seller nor Cox is required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in Section 2.1 above).

5.12 Financial Statements. Attached hereto as Exhibit F are the following financial statements (collectively the "Financial Statements"): (i) the unaudited balance sheet as of December 31, 1999 and the related unaudited statement of income for the twelve-month period then ended (the "Most Recent Fiscal Year End Financial Statements") and (ii) the unaudited balance sheet as of March 31, 2000 (the "Most Recent Balance Sheet") and the related unaudited statement of income for the three-month period then ended (the "Most Recent Financial Statements"). The Financial Statements have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods covered thereby (except for the absence of footnotes and except, in the case of the Most Recent Financial Statements, for year-end adjustments which are not expected to be material), fairly present the financial condition of the Seller as of the dates thereof and the results of operations for the periods covered thereby, are correct and complete, and are consistent with the books and records of the Seller (which books and records are correct and complete).

5.13 Power and Authority. Each of Seller and Cox has all requisite legal and limited liability company power or corporate power, as applicable, and authority (i) to own the Assets and conduct the Business as it is now being conducted, (ii) to execute and deliver this Agreement and the other documents and instruments required hereby, (iii) to assign, transfer, convey, sell and deliver to Purchaser all right, title and interest to all of the Assets under this Agreement, free of any Security Interests, and (iv) to otherwise carry out and perform its obligations pursuant to the terms of this Agreement.

5.14 Authority and Consents. The execution, delivery and performance by Seller and Cox of this Agreement and the documents contemplated hereby have been duly authorized by all

necessary limited liability company or corporate actions, as applicable, on the part of Seller and Cox. This Agreement has been duly executed and delivered by Seller and Cox, and this Agreement constitutes the legal, valid and binding obligations of Seller and Cox, enforceable against Seller and Cox in accordance with its terms, except as limited by bankruptcy, insolvency, fraudulent conveyance or similar laws affecting creditors' rights generally and by the application of general equitable principles.

5.15 Brokers, Finders. The Purchaser has not, and will not, incur, directly or indirectly, as a result of any action taken by the Seller to engage any broker, finder or agent, any liability for brokerage or finders' fees or agents' commissions in connection with the transactions contemplated by this Agreement.

5.16 Indebtedness; Guarantees. Except as set forth in Section 5.16 of the Disclosure Schedules, neither Seller nor Cox has any indebtedness for money borrowed or for the deferred purchase price of property or services, capital lease obligations, conditional sale or other title retention agreements relating to the Assets ("Indebtedness"). Neither Seller nor Cox is a guarantor or otherwise liable for any Liability or obligation of any other Person for any matter which relates to or affects or will affect the Assets.

5.17 Absence of Changes. Since the date of the Most Recent Financial Statements, there has not been any adverse change in the business, financial condition, operations or results of operations of the Business or the Assets (other than any changes resulting from the transactions contemplated by this Agreement). Without limiting the generality of the foregoing, since that date:

(i) No party (including Seller or Cox) has accelerated, terminated, modified in any material respect or canceled any material agreement, contract, lease or license (or series of related agreements, contracts, leases, and licenses) relating to the Business or the Assets;

(ii) Seller has not made any capital expenditures (or series of related capital expenditures) relating to the Business or the Assets involving more than \$10,000 singly or \$25,000 in the aggregate;

(iii) Seller has not delayed or postponed in any material respect the payment of accounts payable and other Liabilities relating to the Business or the Assets outside the Ordinary Course of Business;

(iv) Seller and/or Cox has not canceled, compromised, waived, or released in any material respect any right or claim (or series of related rights and claims) relating to the Assets involving payments of more than \$10,000;

(v) Seller has not experienced any material damage, destruction, or loss (whether or not covered by insurance) to its property;

(vi) Seller has not entered into any employment contract or collective bargaining agreement, written or oral, or modified the terms of any existing such contract or agreement relating to the Business or the Assets;

(vii) Seller has not changed employment or compensation terms, in any material respect, for any of its employees employed in connection with the Business;

(viii) There has not been any other occurrence, event, incident, action, failure to act or transaction outside of the Ordinary Course of Business involving the Assets or the Business; and

(ix) Seller and/or Cox has not committed to do any of the foregoing.

5.18 Absence of Undisclosed Liabilities. There is no material Liability and, to the knowledge of Seller and/or Cox, there is no threatened action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand which could give rise to any material Liability relating to the Business or the Assets, except for Liabilities disclosed in the Financial Statements and except for any Liabilities assumed pursuant to Section 3.4.

5.19 Contracts. Section 5.19 of the Disclosure Schedules lists the following contracts and other agreements related to the Business and/or the Assets:

(i) Any agreement (or group of related agreements) for the lease of real property or personal property to or from any Person providing for lease payments in excess of \$10,000 singly or \$30,000 in the aggregate;

(ii) Any agreement (or group of related agreements) for the purchase or sale of raw materials, commodities, supplies, products or other personal property, or for the furnishing or receipt of services, the performance of which will involve consideration in excess of \$10,000 singly, or \$50,000 in the aggregate;

(iii) Any partnership or joint venture agreement;

(iv) Any agreement (or group of related agreements) under which Seller has created, incurred, assumed or guaranteed any indebtedness in excess of \$5,000 or under which Seller and/or Cox has imposed a Security Interest on any of the Assets;

(v) Any agreement concerning confidentiality or noncompetition;

(vi) Any contract with any federal, state or local government agency;

(vii) Any agreement, contract, lease or license (or series of related agreements, contracts, leases and licenses) involving payments of more than \$10,000 relating to the Business and/or the Assets; and

(viii) Any agreement under which the consequences of a default would have a material adverse effect on the Business and/or the Assets.

Seller has delivered to Purchaser a correct and complete copy of each written agreement listed in Section 5.19 of the Disclosure Schedules. With respect to each such agreement: (A) the agreement is legal, valid and binding and in full force and effect on Seller and/or Cox, as appropriate; (B) Seller and/or Cox is not and, to Seller's and/or Cox's knowledge, no other party is in breach or default in any material respect, and no event has occurred which with notice or lapse of time would constitute a breach or default in any material respect, or permit termination,

modification or acceleration, under the agreement; and (C) no party has repudiated any provision of the agreement.

5.20 Employee Benefit Plans. Seller is not a party to any pension, profit sharing, savings, retirement or other deferred compensation plan, or any bonus or incentive program, or any group health plan (whether insured or self-funded), or any disability or group life insurance plan or other employee welfare benefit plan, or to any collective bargaining agreement or other agreement, written or oral, with any trade or labor union, employees association or similar organization. Seller is not a party to, nor has made any contribution to or otherwise incurred any obligation under, a "multi-employer plan" as defined in Section 3(37) of ERISA.

5.21 Powers of Attorney. There are no outstanding powers of attorney executed on behalf of Seller.

5.22 Insolvency. No insolvency proceedings of any character, including bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting any of the Assets are pending or, to the knowledge of Seller and/or Cox, are threatened, and Seller and/or Cox has not made any assignment for the benefit of creditors, or taken any other action which would constitute the basis for the institution of such insolvency proceedings. Seller has, and upon consummation of the transactions contemplated by this Agreement will have, realizable assets that exceed its liabilities, and Seller is able, and upon consummation of the transactions contemplated by this Agreement will be able, to pay its debts and other obligations as they become due.

5.23 Share Acquisition Entirely for Own Account.

(a) The Seller is acquiring the Shares and the underlying Common Stock for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any public distribution thereof. The Seller understands that the Shares to be purchased and the underlying Common Stock have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Seller's representations as expressed herein.

(b) Notwithstanding any other provision of this Agreement, the Seller may assign and transfer the Shares to Cox and OLN (each a "Member" and, collectively, the "Members") if each Member agrees to deliver to the Purchaser, concurrently with such assignment and transfer, a representation letter containing customary investment representations substantially similar to those set forth in Sections 5.23 through 5.27 of this Agreement and agrees to observe and be bound by the provisions of the Registration Rights Agreement that are applicable to the transferred Shares, including, but not limited to, Section 1.11 thereof.

5.24 Reliance Upon Seller's Representations. Seller understands that the Shares are not registered under the Securities Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the Securities Act pursuant to Section 4(2) thereof, and that the Company's reliance on such exemption is based on the Seller's representations set forth herein.

5.25 Receipt of Information. Seller has had an opportunity to discuss the Company's business, management and financial affairs with its management. Seller has also had an opportunity to ask questions of officers of the Company.

5.26 Investment Experience. Seller is an "accredited investor," as defined in Rule 501 promulgated pursuant to the Securities Act. Seller is experienced in evaluating and investing in securities and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment in the Shares.

5.27 Restricted Securities. Seller understands that the Shares may not be sold, transferred or otherwise disposed of without registration under the Securities Act or an exemption therefrom, and that in the absence of an effective registration statement covering the Shares or an available exemption from registration under the Securities Act, the Shares must be held indefinitely. To the extent applicable, each certificate or other document evidencing any of the Shares shall be endorsed with the following restrictive legend:

"THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED (1) ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT, (2) UNLESS SOLD PURSUANT TO RULE 144 PROMULGATED UNDER SUCH ACT, (3) UNLESS IN THE OPINION OF COUNSEL TO THE TRANSFERRING STOCKHOLDER (WHICH SHALL BE REASONABLY SATISFACTORY TO THE ISSUER) SOME OTHER EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE OR (4) UNLESS THE SALE IS OTHERWISE EXEMPT FROM REGISTRATION UNDER THE ACT."

Seller covenants that, except to the extent such restrictions are waived by Purchaser, Seller shall not transfer the Shares represented by any such certificate without complying with the restrictions on transfer described in such legend. Each certificate evidencing the Shares transferred as above provided shall bear, except if such transfer is made pursuant to Rule 144, the appropriate restrictive legend set forth above, except that such certificate shall not bear such restrictive legend if in the opinion of counsel for such holder and the Purchaser such legend is not required in order to establish compliance with any provision of the Securities Act.

5.28 Accounts Receivable. The accounts receivable shown on the Most Recent Balance Sheet arose in the Ordinary Course of Business. The accounts receivable of Seller arising after the date of the Most Recent Balance Sheet and prior to the date hereof arose, and the accounts receivable arising prior to the Closing Date will arise, in the Ordinary Course of Business.

5.29 Principal Place of Business. The Seller's principal place of business is located at 611 South Congress Avenue, Austin, Texas 78701.

5.30 Partnership. Since the time of its inception, Seller has been considered to be a partnership for tax purposes, and will continue to be so considered through the date of the Closing.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser represents and warrants to the Seller and Cox that the statements contained in this Section 6 are correct and complete as of the date of this Agreement, except as set forth in the disclosure schedules accompanying this Agreement (the "Disclosure Schedules"). The Disclosure Schedules will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 6.

6.1 Organization and Standing; Restated Certificate and Bylaws. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Purchaser has the requisite corporate power and authority to own and operate its properties and assets, and to carry on its business as presently conducted. The Purchaser is qualified to do business as a foreign corporation in each state in which the failure to be so qualified would have a material adverse effect on the business, financial condition, operating results, assets, properties or prospects of the Purchaser (each such effect, a "Material Adverse Effect") as now conducted or as now proposed to be conducted. The Purchaser has made available to the Seller a copy of its Second Amended and Restated Certificate (the "Restated Certificate") and its bylaws (the "Bylaws"). These copies are true, correct and complete and contain all amendments to such instruments through the date hereof.

6.2 Corporate Power. The Purchaser has all requisite legal and corporate power and authority to execute and deliver this Agreement, the Registration Rights Agreement in substantially the form attached hereto as Exhibit G (the "Registration Rights Agreement") and the Stock Purchase Agreement (each of the foregoing referred to individually as a "Transaction Agreement" and collectively as the "Transaction Agreements"), to sell and issue the Shares hereunder, to issue the Common Stock issuable upon conversion of the Shares and to carry out and perform its obligations and carry out the transactions contemplated by each of the Transaction Agreements.

6.3 Subsidiaries. The Purchaser has one subsidiary, Life Outside, L.L.C., a Washington limited liability company (the "Subsidiary"). The Subsidiary has no operating assets or liabilities and does not conduct any business. The Purchaser has no other subsidiaries or affiliated companies and does not otherwise own or control, directly or indirectly, any equity interest in any corporation, partnership, limited liability company, joint venture, association, trust, estate, limited liability partnership, joint stock company, unincorporated organization or government or any agency or political subdivision thereof, or other entity or organization (each of the foregoing entities, and any individual, referred to herein as a "Person").

6.4 Capitalization. The authorized capital stock of the Purchaser consists of 30,000,000 shares of Common Stock, par value \$0.001 per share (the "Common Stock"), of which 7,814,225 shares are issued and outstanding as of the Closing Date, and 6,100,000 shares of Preferred Stock, par value \$0.001 per share, of which (i) 2,500,000 shares have been designated "Series A Preferred Stock," of which 1,951,032 shares are issued and outstanding and (ii) 3,571,429 shares have been designated "Series B Preferred Stock," none of which will be issued and outstanding prior to the Closing. The outstanding shares have been duly authorized and validly issued, and are fully paid and nonassessable. A true and complete list of the current stockholders of the Purchaser and all holders of any options and warrants of the Purchaser, showing the number of shares of capital stock options or warrants of the Purchaser held by each such person as of the date hereof is set forth in Section 6.4 of the Disclosure Schedules. The

Purchaser has reserved 3,571,429 shares of Series B Preferred Stock for issuance hereunder and 3,571,429 shares of Common Stock for issuance upon conversion of the Series B Preferred Stock. Except as set forth on the Section 6.4 of the Disclosure Schedules, and except for (i) the conversion privileges of the Series A Preferred Stock and the Series B Preferred Stock and (ii) the rights provided in the Registration Rights Agreement: (i) no subscription right, warrant, option, convertible security or other right or interest (contingent or otherwise) to purchase or acquire any shares of capital stock of the Purchaser is authorized, issued or outstanding; (ii) the Purchaser does not have any obligation (contingent or otherwise) to issue any (a) subscription right, warrant, option, convertible security or other such right or interest or (b) to issue or distribute to holders of any shares of its capital stock any evidences of indebtedness or assets of the Purchaser; and (iii) the Purchaser does not have any obligation (contingent or otherwise) to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof.

6.5 Authorization. All corporate action on the part of the Purchaser, its directors and stockholders necessary for the authorization, execution, delivery and performance of this Agreement and the other Transaction Agreements by the Purchaser, the authorization, sale, issuance and delivery of the Shares (and the Common Stock issuable upon conversion of the Shares) and the performance of all of the Purchaser's obligations hereunder and thereunder and the authorization, issuance and delivery of shares of the Series B Preferred Stock pursuant to the terms of this Agreement and the Common Stock issuable upon conversion of the Series B Preferred Stock has been taken or will be taken prior to the Closing. The Transaction Agreements when executed and delivered by the Purchaser, shall constitute valid and binding obligations of the Purchaser, enforceable in accordance with their respective terms, subject to laws of general application relating to bankruptcy, insolvency, fraudulent conveyance or similar laws affecting creditors' rights generally and by the application of general equitable principles, and except to the extent that the indemnification provisions of the Registration Rights Agreement may be limited by public policy and applicable judicial decisions.

6.6 Valid Issuance of Securities. The Shares, when issued in compliance with the provisions of this Agreement (including receipt of payment therefor) and upon the filing of the Restated Certificate with the office of the Delaware Secretary of State, will be validly issued, will be fully paid and nonassessable, and will have the rights, preferences and privileges described in the Restated Certificate. The Common Stock issuable upon conversion of the Shares has been duly and validly reserved and, when issued in compliance with the provisions of this Agreement and the Restated Certificate, will be validly issued, and will be fully paid and nonassessable. The Shares and such Common Stock will be free of any liens or encumbrances, other than any liens or encumbrances created by the Sellers; provided, however, that the Shares and the Common Stock issuable upon conversion of the Shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein.

6.7 Title to Properties and Assets; Liens, etc. The Purchaser has good and marketable title to its properties and assets and has good title to all its leasehold interests, in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge, other than (i) the lien of current taxes not yet due and payable, and (ii) such liens and encumbrances which arose in the Ordinary Course of Business and do not in any case materially detract from the value of the property subject thereto, materially impair the operations of the Purchaser or do not materially impair the Purchaser's ownership or use of such property or assets.

6.8 Compliance with Other Instruments, None Burdensome, etc. The Purchaser is not in violation or default of any provision of its Restated Certificate or Bylaws, or of any material provision of any material instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound, except for such violations or defaults which would not, individually or in the aggregate, have a Material Adverse Effect on the Purchaser. To its knowledge, the Purchaser has complied in all material respects with all federal, state, local or foreign statutes, rules and regulations and orders applicable to the Purchaser. The execution, delivery and performance of the Transaction Agreements by the Purchaser does not and will not with or without the passage of time and/or the giving of notice: (i) result in any such violation or be in conflict with or constitute a default under any such provision, order, writ, injunction, judgment, instrument, decree or contract; (ii) result in the creation of any Security Interest upon the capital stock or any assets of the Purchaser; (iii) give any third party the right to modify, terminate or accelerate any obligation under any such provision, order, writ, injunction, judgment, instrument, decree or contract; or (iv) result in the suspension, revocation, impairment, forfeiture, or non-renewal of any material permit, license, authorization, or approval applicable to the Purchaser, its business or operations or any of its assets or properties.

6.9 Litigation. There is no action, suit, proceeding or investigation pending before any court or governmental agency (nor, to the Purchaser's knowledge, is there any reasonable basis therefor or threat thereof), to which the Purchaser is a party or its property is subject, which might result in any material adverse change in the business or financial condition of the Purchaser or any of its properties or assets, or in any material impairment of the right or ability of the Purchaser to carry on its business as now conducted, and none which questions the validity of this Agreement or any action taken or to be taken in connection herewith.

6.10 Employees. To the Purchaser's knowledge, no employee of the Purchaser is in violation of any term of any employment contract, patent disclosure agreement or any other contract or agreement relating to the relationship of such employee with the Purchaser or any other party because of the nature of the business conducted or to be conducted by the Purchaser.

6.11 Registration Rights. Except as set forth in the Registration Rights Agreement, the Purchaser is not under any contractual obligation to register (as defined in the Registration Rights Agreement) any of its presently outstanding securities or any of its securities that may hereafter be issued.

6.12 Governmental Consent. No consent, approval or authorization of or registration, qualification, designation, declaration or filing with any federal, foreign, state or local governmental authority on the part of the Purchaser is required in connection with the valid execution and delivery of the Transaction Agreements, or the offer, sale or issuance of the Shares and the Common Stock issuable upon conversion of the Shares, or the consummation of any other transaction contemplated by the Transaction Agreements, except (a) filing of the Restated Certificate with the office of the Delaware Secretary of State and (b) qualification/registration (or taking such action as may be necessary to secure an exemption from qualification/registration, if available) of the offer and sale of the Shares and the Common Stock issuable upon conversion of the Shares, pursuant to applicable federal and state securities laws and Blue Sky laws, which filings and qualifications, if required, will be accomplished in a timely manner.

6.13 Offering. Subject in part on the accuracy of the Seller's representations in Section 5 hereof, the offer, sale and issuance of the Shares to be issued in conformity with the

terms of this Agreement, and the issuance of the Common Stock to be issued upon conversion of the Shares, constitute transactions exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the "Securities Act").

6.14 Brokers or Finders; Other Offers. The Purchaser has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Purchaser, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement.

6.15 Intellectual Property. To its knowledge, the Purchaser has the valid right to use the Intellectual Property owned by the Purchaser (the "Altrec Intellectual Property"). Except as set forth in Section 6.15 of the Disclosure Schedules, the Purchaser has not received any communications alleging that the Purchaser has violated or, by conducting its business as now conducted or as proposed to be conducted, would violate any of the rights in the intellectual property of any other Person. To its knowledge, the Purchaser is not infringing upon the right or claimed right of any Person with respect to any of the Altrec Intellectual Property. To its knowledge, the Purchaser has not licensed any of the Altrec Intellectual Property to any other Person, nor does any other Person have an option or any other right to acquire any of the Altrec Intellectual Property other than in the Ordinary Course of Business (except for intellectual property that is in the public domain). To the Purchaser's knowledge, none of the Purchaser's employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any order, writ, injunction, judgment, instrument or decree of any court, administrative agency, government agency or instrumentality that would interfere with the use of such employee's best efforts to promote the interest of the Purchaser or that would conflict with the business of the Purchaser (as currently conducted or proposed to be conducted). None of the execution or delivery of the Transaction Agreements by the Purchaser, nor the carrying on of the business of the Purchaser (as currently conducted or proposed to be conducted) by the employees of the Purchaser will, to the Purchaser's knowledge, conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract or other agreement, covenant or instrument under which any such employee is obligated. To the Purchaser's knowledge, all of the Altrec Intellectual Property has been created by the employees of the Purchaser within the scope of their employment by the Purchaser or by independent contractors of the Purchaser who have executed agreements expressly assigning all right, title and interest in such Altrec Intellectual Property to the Purchaser. To the Purchaser's knowledge, no portion of the Altrec Intellectual Property was jointly developed with any third party. To the Purchaser's knowledge, it is not, nor will it be necessary, to use any inventions of any of the employees of the Purchaser (or Persons the Purchaser currently intends to hire) made prior to their employment by the Purchaser and to which the Purchaser does not otherwise have rights.

6.16 Financial Statements. Attached hereto as Exhibit H are the following financial statements (collectively the "Altrec Financial Statements"): (i) the unaudited balance sheet as of December 31, 1999 and the related unaudited statements of income for the twelve-month period then ended (the "Most Recent Altrec Fiscal Year End Financial Statements") and (ii) the unaudited balance sheet as of March 31, 2000 and the related unaudited statements of income for the three-month period then ended (the "Most Recent Altrec Financial Statements"). The Altrec Financial Statements have been prepared in accordance with GAAP (except for the absence of footnotes and except, in the case of the Most Recent Altrec Financial Statements, for year-end adjustments which are not expected to be material), applied on a consistent basis throughout the

periods covered thereby, fairly present the financial condition of the Purchaser as of the dates thereof and the results of operations for the periods covered thereby, are correct and complete, and are consistent with the books and records of the Purchaser (which books and records are correct and complete).

6.17 Changes. Since the date of the Most Recent Altrec Financial Statements and except as contemplated by this Agreement and the exhibits hereto or the Stock Purchase Agreement and the exhibits thereto, there has not been:

- (a) any change in the assets, liabilities, financial condition or operating results of the Purchaser from that reflected in the Altrec Financial Statements, except for changes in the Ordinary Course of Business or that have not resulted in a Material Adverse Effect;
- (b) any damage, destruction or loss, whether or not covered by insurance, resulting in a Material Adverse Effect;
- (c) any waiver, release or compromise by the Purchaser of a material debt owed to it;
- (d) any satisfaction or discharge of any lien, claim or encumbrance or payment of any obligation by the Purchaser except in the Ordinary Course of Business or that has not resulted in a Material Adverse Effect;
- (e) any material change to a material contract or agreement by which the Purchaser or any of its assets are bound or subject;
- (f) any material change in any compensation arrangement or agreement with any employee, representative, agent, officer, director or stockholder of the Purchaser;
- (g) any sale, assignment or transfer of any Altrec Intellectual Property;
- (h) any resignation or termination of employment of any officer, director, key employee, key representative or key agent of the Purchaser and to the best of the Purchaser's knowledge, the Purchaser does not know of any impending resignation or termination of employment of any such officer, director, key employee, key representative or key agent;
- (i) receipt of notice that there has been a loss of, or order cancellation by, any major advertiser or major customer of the Purchaser;
- (j) any mortgage, pledge, transfer of a security interest in, lien or encumbrance, created by the Purchaser, with respect to any of its capital stock, properties or assets, except liens for taxes not yet due or payable;
- (k) any loans or guarantees made by the Purchaser to or for the benefit of its employees, representatives, agents, officers or directors, or any members of their immediate families, other than ordinary advances for expenses incurred in the Ordinary Course of Business;
- (l) any declaration, setting aside or payment or other distribution in respect to any of the Purchaser's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such capital stock by the Purchaser; or

(m) any arrangement or commitment by the Purchaser to do anything described in this Section 6.17, subject to materiality and other qualifiers as may be set forth in this Section 6.17.

6.18 Labor Agreements and Actions. The Purchaser is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral contract, commitment or arrangement with any labor union and no labor union has requested or, to the Purchaser's knowledge, has sought or attempted to represent any employees, representatives or agents of the Purchaser. There is no strike or other labor dispute involving the Purchaser pending or, to the Purchaser's knowledge, threatened, nor is the Purchaser aware of any labor organization activity involving its employees representatives or agents. To its knowledge, the Purchaser has complied in all material respects with all applicable federal and state equal employment opportunity laws and regulations and with all other laws and regulations related to employment and labor issues.

6.19 Disclosure. None of the representations and warranties of the Purchaser contained in this Agreement, the Exhibits hereto nor any certificate furnished or to be furnished to the Seller at Closing (when read together) contains any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements therein or herein not misleading in light of the circumstances under which they were made; except that, with respect to any financial projections submitted to the Purchasers, the Purchaser represents and warrants only that such financial projections were prepared in good faith and based on reasonable assumptions.

6.20 Agreements: Action.

(a) Except for agreements explicitly contemplated hereby and by the Transaction Agreements, there are no agreements, understandings or proposed transactions between the Purchaser and any of its officers, directors, affiliates or any affiliate thereof.

(b) Except as set forth on Section 6.20 of the Disclosure Schedules, there are no agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Purchaser is a party or by which it is bound that may involve (i) obligations (contingent or otherwise) of, or payments to the Purchaser in excess of, \$25,000, or (ii) the license of any patent, copyright, trade secret or other proprietary right to or from the Purchaser (other than the license of the Purchaser's or generally available shrinkwrap software and products in the Ordinary Course of Business), or (iii) provisions restricting or materially, adversely affecting the development, manufacture or distribution of the Purchaser's products or services. The Purchaser is not a party to any written or oral (a) contract for the future purchase of fixed assets or for the future purchase of materials, supplies or equipment in excess of normal operating requirements, in excess of \$100,000 per annum for all such contracts; (b) contract for the employment of any officer, employee or other person or any contract with any person on a consulting basis involving annual compensation in excess of \$100,000, (c) agreement or indenture relating to the borrowing of money; (d) lease or agreement under which the Purchaser is lessee of or holds or operates any property, real or personal, owned by any other party, in excess of \$100,000 per annum for all such contracts; (e) lease or agreement under which the Purchaser is lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by the Purchaser, in excess of \$100,000 per annum for all such contracts; or (f) contract, agreement or commitment under which the Purchaser is obligated to pay any

broker's fees, finder's fees or any such similar fees, to any third party other than for the hiring of employees. The Purchaser is not a party to any term sheet, memorandum or letter of understanding which could lead to any such contract, agreement, arrangement, understanding or commitment set forth in this Section 6.20.

(c) Except as set forth in the Financial Statements, the Purchaser has not (i) declared or paid any dividends or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness for money borrowed or any other liabilities individually in excess of \$50,000 or, in the case of indebtedness and/or liabilities individually less than \$50,000, in excess of \$100,000 in the aggregate, (iii) made any loans or advances to any person, other than ordinary advances for travel, relocation and business expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the Ordinary Course of Business.

(d) For the purposes of subsections (b) and (c) above, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same person or entity (including persons or entities the Purchaser has reason to believe are affiliated therewith) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subsections.

(e) All of the agreements, contracts understanding or commitments that are set forth on the Section 6.20 of the Disclosure Schedules are valid, binding and in full force and effect and to the Purchaser's knowledge there has been no default by the Purchaser under any of the foregoing nor to the Purchaser's knowledge has there been any material default by any other party thereto.

6.21 Related Party Transactions. No employee, officer or director of the Purchaser or member of his or her immediate family is indebted to the Purchaser, nor is the Purchaser indebted (or committed to make loans or extend or guarantee credit) to any of them. To the best of the Purchaser's knowledge, no officer or director of the Purchaser has any direct or indirect ownership interest in any firm or corporation with which the Purchaser is affiliated or with which the Purchaser has a business relationship, or any firm or corporation that competes with the Purchaser, except that officers or directors of the Purchaser and members of their immediate families may own stock in any publicly traded companies that may compete with the Purchaser. To the best of the Purchaser's knowledge, no member of the immediate family of any officer or director of the Purchaser is directly or indirectly interested in any material contract with the Purchaser. The Purchaser is not a guarantor or indemnitor of any indebtedness of any other Person.

6.22 Permits. To the Purchaser's knowledge, the Purchaser has all franchises, permits, licenses, and any similar authority necessary for the conduct of its business as now being conducted, the lack of which could have a Material Adverse Effect, and the Purchaser believes it can obtain, without undue burden or expense, any similar authority for the conduct of its business as planned to be conducted. The Purchaser is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

6.23 Insurance. The Purchaser has in full force and effect fire and casualty insurance policies, with extended coverage, sufficient in amount (subject to reasonable deductibles) to allow it to replace any of its properties that might be damaged or destroyed. The

Purchaser has in full force and effect products liability and errors and omissions insurance in amounts customary for companies similarly situated.

6.24 Proprietary Information. Each employee and officer of the Purchaser, and each consultant who has had access to confidential or proprietary information of the Purchaser, has executed an Employment, Confidential Information and Invention Assignment Agreement, in a form substantially the same as Exhibit I hereto. The Purchaser, after reasonable investigation, is not aware that any of its employees, officers or consultants are in violation thereof, and the Purchaser will use its best efforts to prevent any such violation. To the Purchaser's knowledge, no consultants to or vendors of the Purchaser have had any access to confidential information of the Purchaser who are not bound by non-disclosure agreements.

6.25 Taxes. To the Purchaser's knowledge, the Purchaser has accurately prepared and timely filed all federal, state, foreign, local and other tax returns that are required to be filed by it and has paid or made provisions for the payment of all taxes shown to be due and all additional assessments. The federal income tax returns of the Purchaser have not been audited by the Internal Revenue Service. There are no additional assessments or adjustments pending or, to the knowledge of the Purchaser, threatened against the Purchaser for any period, and to the Purchaser's knowledge, there is no basis for any such assessment or adjustment.

6.26 Corporate Documents. The copy of the minute books of the Company provided to the Purchaser contains minutes of all meetings of directors and stockholders of the Company and all actions by written consent without a meeting by the directors and stockholders of the Company since the date of the incorporation of the Company and reflects all actions by the directors (and any committee of directors) and stockholders of the Company with respect to all transactions referred to in such minutes accurately in all material respects.

7. CONDITIONS PRECEDENT TO PURCHASER'S PERFORMANCE. The obligations of Purchaser to purchase the Assets under this Agreement are subject to the satisfaction or waiver, at or before the Closing, of the following conditions:

7.1 Accuracies of Seller's Representations and Warranties. All representations and warranties by Seller in this Agreement shall be true on and as of the Closing as though such representations and warranties were made on as of such date.

7.2 Stock Purchase Agreement. Cox shall have executed and delivered the Stock Purchase Agreement contemporaneously with or prior to the Closing.

7.3 Performance by Seller. Seller shall have performed and complied with all covenants and agreements that it is required by this Agreement to perform before or at the Closing.

7.4 Absence of Litigation. No action, suit or proceeding before any court or any governmental body or authority, pertaining to the transactions contemplated by this Agreement or to its consummation, shall be pending or threatened on or before the Closing.

7.5 Opinion of Seller's Counsel. The Purchaser shall have received from Dow, Lohnes & Albertson, PLLC, counsel for the Seller, an opinion, dated as of the Closing, in substantially the form attached hereto as Exhibit J.

7.6 Registration Rights Agreement. Seller (or its assignees, Cox and OLN) and the requisite existing parties to the Registration Rights Agreement shall have executed and delivered the Registration Rights Agreement.

7.7 Restated Certificate. The Restated Certificate shall have been filed with the Delaware Secretary of State on or prior to the Closing Date, which shall continue to be in full force and effect as of the Closing Date.

7.8 Certificate. Seller shall have delivered to Purchaser a certificate to the effect that each of the conditions specified above in Sections 7.1 and 7.3 are satisfied in all respects.

8. **CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE**. The obligations of Seller to sell and transfer the Assets under this Agreement are subject to the satisfaction or waiver, at or before the closing, of the following conditions:

8.1 Stock Purchase Agreement. Purchaser shall have executed and delivered the Stock Purchase Agreement contemporaneously with or prior to the Closing.

8.2 Accuracy of Purchaser's Representations and Warranties. All representations and warranties by Purchaser contained in this Agreement shall be true on and as of the Closing as though such representations and warranties were made on and as of such date.

8.3 Purchaser's Performance. Purchaser shall have performed and complied with all covenants and agreements that it is required by this Agreement to perform before or at the Closing.

8.4 Restated Certificate. The Restated Certificate shall have been filed with the Delaware Secretary of State on or prior to the Closing Date, which shall continue to be in full force and effect as of the Closing Date.

8.5 Registration Rights Agreement. Purchaser and the requisite existing parties to the Registration Rights Agreement shall have executed and delivered the Registration Rights Agreement.

8.6 Opinion of Purchaser's Counsel. The Seller shall have received from Wilson Sonsini Goodrich & Rosati, P.C., counsel for the Purchaser, an opinion, dated as of the Closing, in substantially the form attached hereto as Exhibit K.

8.7 Absence of Litigation. No action, suit or proceeding before any court or any governmental body or authority, pertaining to the transaction contemplated by this Agreement or to its consummation, shall have been instituted or threatened on or before the Closing.

8.8 Certificate. Purchase shall have delivered to Seller a certificate to the effect that each of the conditions specified above in Sections 8.2, 8.3 and 8.4 are satisfied in all respects.

9. **SELLER'S OBLIGATIONS AT CLOSING**.

9.1 Seller's Deliveries at Closing. At the Closing, Seller shall deliver or cause to be delivered to Purchaser against delivery of the items specified in Section 8, instruments of assignment and transfer of all of the Assets of Seller to be transferred hereunder including, without limitation, (i) general bills of sale, vesting in Purchaser good and marketable title to all the Assets, to

be transferred to the Purchaser pursuant to Section 2; (ii) appropriate endorsements and assignments of the contracts, leases, licenses and agreements included in the Assets; (iii) the opinion of Seller's counsel, dated as of the Closing Date, as provided for in Section 7.5; and (iv) the certificate of Seller, dated as of the Closing, as provided for in Section 7.8.

9.2 Further Assurances. Seller and/or Cox, at any time before or after the Closing, will execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Purchaser and will take any other action consistent with the terms of this Agreement that may reasonably be requested by Purchaser for the purpose of assigning, transferring, granting, conveying and confirming to Purchaser, or reducing to possession, of any or all of the Assets to be conveyed and transferred by this Agreement.

10. PURCHASER'S OBLIGATIONS AT CLOSING.

10.1 Purchaser's Deliveries at Closing. At the Closing, Purchaser shall deliver or cause to be delivered to Seller (or to its assignees, Cox And OLN, as may be designated by Seller) the following instruments and documents against delivery of the items specified in Section 7:

- (a) Stock certificates evidencing the Shares;
- (b) The Instrument of Assumption;
- (c) The opinion of Purchaser's counsel, dated as of the Closing Date, as provided for in Section 8.6;
- (d) The certificate of Purchaser's president, dated as of the Closing, as provided for in Section 8.8.

10.2 Further Assurances. Purchaser, at any time before or after the Closing, will execute, acknowledge and deliver any further documents and instruments of assumption reasonably requested by Seller and will take any other action consistent with the terms of this Agreement that may reasonably be requested by Seller for the purpose of assuming and undertaking any or all liabilities and obligations to be assumed by this Agreement.

11. EXPENSES. Each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

12. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION WITH RESPECT TO SELLER AND COX.

12.1 Representations and Warranties. All representations, warranties and covenants of Seller and Cox contained in this Agreement shall be deemed continuing representations, warranties and covenants, and shall survive the Closing Date for a period of one year following the Closing Date; provided, however, that representations, warranties and covenants of the Seller and Cox contained in this Agreement that may relate to or be based upon claims associated with OLN Provided Content (as defined in the Seller's Limited Liability Company Agreement) shall be deemed continuing representations and warranties that shall survive the Closing Date for a period of two years following the Closing Date. Any investigations by the Purchaser shall not constitute a waiver as to enforcement of any representation, warranty or covenant contained herein.

12.2 Indemnification by Seller and Cox. Subsequent to the Closing, and notwithstanding such Closing, Seller and Cox, jointly and severally, shall indemnify and hold Purchaser harmless against and with respect to, and shall reimburse Purchaser for the following (collectively, "Purchaser's Damages"):

(a) Any and all losses, liabilities or damages resulting from any breach of any representation or warranty, or any non-fulfillment of any covenant by Seller and/or Cox contained herein or in the schedules or exhibits hereto or any and all losses, liabilities or damages associated with the OLN Provided Content;

(b) Any and all obligations of Seller and/or Cox not assumed by Purchaser pursuant to the terms hereof; and

(c) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

12.3 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) Purchaser shall give notice to the Seller and Cox of any claim within ten (10) days of receiving notice, or becoming aware, thereof and specifying (i) the factual basis for such claim, and (ii) the amount of the claim, it being understood that the failure to give such notice shall not affect the Purchaser's right to indemnification and the obligation of Seller and Cox to indemnify as set forth herein, unless, and only to the extent that, the ability of Seller and Cox to contest, defend or settle with respect to such claim is thereby demonstrably and materially prejudiced; and provided that such notice in any event is provided within the appropriate time period set forth in Section 12.1 hereof for such claim.

(b) Following receipt of notice from the Purchaser of a claim, the Seller and Cox shall have thirty (30) days to make such investigation of the claim as the Seller and Cox deem necessary or desirable. For the purposes of such investigation, the Purchaser agrees to make available to the Seller, Cox and/or their authorized representative(s) the information relied upon by the Purchaser to substantiate the claim. If the Purchaser and the Seller and/or Cox agree at or prior to the expiration of said thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Seller and/or Cox shall immediately pay to

the Purchaser the full amount of the claim. If the Purchaser and the Seller and/or Cox do not agree within said period (or any mutually agreed upon extension thereof), the Purchaser may seek appropriate legal remedy (subject to Section 12.5).

(c) If Cox or Seller (the "Indemnifying Party") assumes the defense of a third-party claim or litigation resulting therefrom, the obligations of the Indemnifying Party hereunder as to such claim shall include taking all steps necessary in the defense or settlement of such claim or litigation and holding the Purchaser harmless against any and all Purchaser's Damages caused by or arising out of any settlement approved by the Indemnifying Party or any judgment in connection with such claim or litigation. Except with the prior written consent of the Purchaser, which shall not be unreasonably withheld, the Indemnifying Party shall not, in the defense of such claim or any litigation resulting therefrom, consent to the entry of any judgment (other than a judgment of dismissal on the merits without costs), or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Purchaser a release from all Purchaser's Damages in respect of such claim or litigation.

12.4 Affiliates. The indemnification rights provided in Section 12.2 shall, in any instance, extend to any Affiliate of the Purchaser although any indemnification claims by such parties shall be made by and through the Purchaser.

12.5 Limitations. The obligations of Seller and Cox to indemnify the Purchaser pursuant to Section 12.2 shall be subject to the following limitations:

(a) No indemnification shall be required to be made by Seller or Cox under Section 12.2 until the aggregate amount of Purchaser's Damages exceeds One Hundred Twenty-Five Thousand Dollars (\$125,000) (inclusive of any amounts received from insurance proceeds with respect to such Purchaser's Damages) and then, only with respect to the amount of such Purchaser's Damages in excess of One Hundred Twenty-Five Thousand Dollars (\$125,000) (inclusive of any amounts received from insurance proceeds with respect to such Purchaser's Damages).

(b) To the extent that Purchaser recovers from the Seller or Cox for claims made under Section 12.2 for Purchaser's Damages that, individually or in the aggregate, exceed \$125,000 (inclusive of any amounts received from insurance proceeds with respect to such Purchaser's Damages), such amount in excess of \$125,000 may be paid by the Seller or Cox, at the Seller's or Cox's election, either in cash or in shares of the capital stock of Purchaser issued to Seller pursuant to Section 3 hereof or subsequently acquired by Cox, which shares shall be valued at \$2.94 per share for all purposes of determining the number of shares of capital stock that are to be delivered by the Seller or Cox in satisfaction of Purchaser's claims hereunder.

(c) The Purchaser shall be entitled to indemnification only for those Purchaser's Damages arising with respect to any claim as to which Purchaser has given the Seller and Cox written notice within the appropriate time period set forth in Section 12.1 hereof for such claim.

(d) All of Purchaser's Damages sought to be recovered under Section 12.2 hereof shall be net of any insurance proceeds received by Purchaser with respect to the events giving rise to such Purchaser's Damages. Purchaser agrees that subsequent to Closing, it shall look first

under its applicable insurance policies, if any, prior to seeking indemnity for the Purchaser's Damages from Seller or Cox; provided, however, that to the extent any insurance claim is not resolved within the appropriate time period set forth in Section 12.1 hereof for such claim, the Purchaser may simultaneously seek indemnification for the Purchaser's Damages from Seller and/or Cox; provided, further, that in such event the Seller and Cox will have a right of subrogation with respect to the Purchaser's applicable insurance policies and the proceeds therefrom, and that Purchaser shall make commercially reasonable efforts to effectuate such subrogation.

(e) In no event shall Purchaser's right to indemnity exceed Four Million Dollars (\$4,000,000) in the aggregate.

(f) Following the consummation hereof, the sole and exclusive remedy for the Purchaser for any claim arising out of a breach of any representation, warranty, covenant or other provision of Seller or Cox herein shall be a claim for indemnification made pursuant to this Section 12.

13. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF PURCHASER.** All representations, warranties, covenants and agreements of the Purchaser contained in this Agreement shall survive the Closing.

14. **ADDITIONAL COVENANTS.**

14.1 Transfer Taxes. Seller shall promptly pay any state sales and use Taxes that may be imposed on the transfer of the Assets hereunder which Taxes shall be the sole responsibility of Seller.

14.2 Payment of Trade and Other Creditors. Seller shall comply with its obligation to satisfy amounts due to trade and other creditors of Seller.

14.3 Bulk Sales Compliance. Seller shall comply in all respects with the applicable provisions of any so-called "bulk sales law" of any relevant jurisdiction in connection with the sale of the Assets to Purchaser.

14.4 Equitable Assignment. Cox shall cooperate with Purchaser in any reasonable arrangement designed to provide the Purchaser the benefits under this Agreement, including, without limitation, entering into such instruments as may be necessary to effect, to the extent permitted by law, an equitable assignment by Cox to Purchaser of all of the rights, benefits, title and interest in and to the Assets, and where necessary or appropriate, to designate Purchaser as the agent of Cox for the purpose of completing, fulfilling and discharging all of the rights and liabilities relating to such Assets.

14.5 Facilitation of Transition. Cox shall use commercially reasonable efforts in order to facilitate the transition of ownership of the Assets to the Purchaser in an efficient and cost-effective manner and in a manner that will not unreasonably disrupt the Purchaser's operation of the Assets. In connection with such transition of ownership of the Assets to the Purchaser, Cox shall use commercially reasonable efforts to make available to the Purchaser such items of software, software tools and other technical assets of Cox as were previously made available by Cox to Seller in connection with the Business for such period of time as may be

reasonably necessary to effectuate such transition (but not, in any event, for a period that would exceed six months from the date of the Closing.

14.6 OLN CONTENT. Cox shall have the right to retain a copy of all available digitized and HTML-text formatted versions of any and all OLN Provided Content (as defined in the Seller's Limited Liability Company Agreement, dated April 30, 1999) and grant OLN a non-exclusive license to use all such OLN Provided Content.

15. CONFIDENTIALITY. Except as expressly provided in this Agreement, no party hereto shall disclose or use Confidential Information of any other party without the express written consent of the other party unless such disclosure is required by law. In the event that a party is required by law to disclose the Confidential Information of another party, it shall promptly notify the other party of such requirement so that the other party may seek an appropriate waiver or protective order. If, in the absence of a protective order or waiver, the party is, on the advice of counsel, compelled to disclose any Confidential Information, the party may disclose such information provided such party first uses its best efforts to obtain assurances from the tribunal or regulatory authority requiring disclosure that such disclosure will be as limited as possible under the circumstances.

16. FORM OF AGREEMENT.

16.1 Effect of Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

16.2 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16.3 Counterparts. This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. PARTIES.

17.1 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns (including each of Cox and OLN, in the case of Seller, each of which are acknowledged to be third party beneficiaries of this Agreement) nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

17.2 Assignment. This Agreement and each and every covenant, term and condition herein is binding upon and inures to the benefit of the parties hereto and their respective successors,

but neither this Agreement nor any rights or obligations hereunder may be assigned, directly, indirectly, voluntarily or by operation of law, by any party hereto without the prior written consent of the other parties; provided, however, that Seller may assign its rights to receive the shares of the Series B Preferred Stock and all of its other rights under this Agreement and the Registration Rights Agreement to each of Cox and OLN in connection with the liquidation and dissolution of Seller, subject to compliance by Cox and OLN with the provisions of Section 5.23.

18. NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and may be sent by confirmed facsimile transmission, delivered by personal delivery or sent by commercial delivery service or certified mail, return receipt requested, shall be deemed to have been given on the date of actual receipt, which may be conclusively evidenced by the date set forth in the records of any commercial delivery service or on the return receipt, and shall be addressed to the recipient at the address specified below:

To Seller or Cox: Cox Enterprises, Inc.
 1400 Lake Hearn Drive
 Atlanta, Georgia 30319
 Fax: (404) 843-5256
 Attention: Dean H. Eisner

with a copy to: Dow, Lohnes & Albertson, PLLC
 1200 New Hampshire Avenue, N.W.
 Washington, D.C.
 Fax: (202) 776-2222
 Attention: Edward J. O'Connell, Esq.

To Purchaser: Altrec, Inc.
 50 116th Avenue, Suite 210
 Bellevue, Washington 98004
 Fax: (425) 688-0590
 Attention: Michael Morford

with a copy to: Wilson Sonsini Goodrich & Rosati
 5300 Carillon Point
 Kirkland, Washington 98033
 Fax: (425) 576-5899
 Attention: Patrick Schultheis, Esq.

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

19. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, excluding the body of law known as conflicts of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.

GREAT OUTDOORS.COM, L.L.C.,
a Delaware limited liability company

By: Thomas Winkler
Name: Thomas Winkler
Title: President

ALTREC, INC.,
a Delaware corporation

By: _____
Name:
Title:

COX INTERACTIVE MEDIA, INC.,
a Delaware corporation

By: Thomas Winkler
Name: Thomas Winkler
Title: President

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.

GREAT OUTDOORS.COM, L.L.C.,
a Delaware limited liability company

By: _____
Name:
Title:

ALTREC, INC.,
a Delaware corporation

By: *Michael Morford*
Name: *Michael Morford*
Title: *CEO*

COX INTERACTIVE MEDIA, INC.,
a Delaware corporation

By: _____
Name:
Title:

SCHEDULE OF EXHIBITS & SCHEDULES

Exhibit A	-	Assigned Agreements
Exhibit B	-	Trademarks, Service Marks and Domain Names
Exhibit C	-	Excluded Assets
Exhibit D	-	Allocation of Purchase Price
Exhibit E	-	Form of Instrument of Assumption and Bill of Sale and General Assignment of Assets
Exhibit F	-	Financial Statements
Exhibit G	-	Registration Rights Agreement
Exhibit H	-	Altrec Financial Statements
Exhibit I	-	Form of Employment, Confidential Information and Invention Assignment Agreement
Exhibit J	-	Form of Opinion of Dow, Lohnes & Albertson
Exhibit K	-	Form of Opinion of Wilson Sonsini Goodrich & Rosati
Schedule 5.4	-	Real Property
Schedule 5.5	-	Tangible Personal Property
Schedule 5.7	-	Licenses and Agreements Relating to Website Content
Schedule 5.6	-	GO Intellectual Property
Schedule 5.10	-	Consents
Schedule 5.16	-	Indebtedness
Schedule 5.19	-	Contracts
Schedule 6.4	-	Capitalization; Stockholders and Holders of Option and Warrants
Schedule 6.15	-	Altrec Intellectual Property
Schedule 6.20	-	Agreements and Action

EXHIBIT B

TRADEMARKS, SERVICE MARKS AND DOMAIN NAMES

GO INTELLECTUAL PROPERTY

(1) Trademarks, Service Marks and Trade Names --

(a) Pending application (Serial No. 75/612,540) to register the mark GREAT OUTDOORS.COM for providing information about the outdoors activities, namely climbing, cycling, diving, expeditions, fishing, hiking, camping, paddling, sailing, adventure travel, skiing, snow boarding, surfing and wind surfing via a global computer network. The application was filed on July 22, 1998, and was filed in the name of Cox Interactive Media, Inc.

(b) Federal service mark registration for the mark YOU GO GIRL (Registration No. 2,130,415) for providing information regarding issues of interest to women via a global computer network. The registration was issued January 20, 1998 and is owned by GO WEST, LLC. (GO WEST, LLC assigned the YOU GO GIRL mark to Great Outdoors.com, LLC).

(c) There is a federal service mark registration for the mark CHEAP-N-DEEP (Registration No. 2,169,121) for providing information about skiing via a global computer network. The registration was issued on June 30, 1998 and is owned by GO WEST, LLC. (GO WEST, LLC assigned the CHEAP-N-DEEP mark to Great Outdoors.com, LLC).

(d) There is a federal service mark registration for the mark GOWEST (Registration No. 2,080,055) for providing a website about entertainment, recreation and travel. Registration issued on July 7, 1997; owned by Cox Interactive Media, Inc.).

(2) Domain Name Registrations --

(a) Greatoutdoors.com;

(b) Outdoorlifestyle.com (which acts as a redirect to www.Greatoutdoors.com);
and

(c) SKI2K.com.

Please note that Cox Interactive Media, Inc. is in the process of completing the assignment of the greatoutdoors.com domain name to the Seller. Also please note all of the other domain names are held by Cox Interactive Media, Inc. on behalf of and for benefit of the Seller.

SCHEDULE 5.6

GO INTELLECTUAL PROPERTY

The following is a list of exceptions to the disclosure in Section 5.6:

(1) Pursuant to the terms of the Limited Liability Company Agreement (the "Agreement"), upon the sale of all or substantially all of the Seller's assets, the Outdoor Life Network, LLC ("OLN") has the right to declare the OLN License (as defined in the Agreement) to be non-exclusive to the Seller for all purposes, (ii) terminate its promotion obligations specified in Section 10.2(a) of the Agreement, (iii) terminate its on-air talent obligations specified in Section 10.2(c) of the Agreement and (iv) terminate any other obligations of exclusivity specified in Sections 10.2(e)(i) and 10.2(e)(iv) of the Agreement.

(2) On March 21, 2000, the Seller sent a demand letter to the registrant of the greatoutdoors.cc domain name, which is attached hereto. The Seller has received a preliminary response from counsel for the registrant, which is attached hereto, stating that he will investigate the relevant facts and issues and then provide the Seller with a substantive response. This matter does not involve a claim against the use of the greatoutdoors.com domain name or the GREAT OUTDOORS service mark by the Seller. Attached hereto is letter, dated March 21, 2000, from Dow, Lohnes & Albertson, PLLC, as counsel to the Seller, to David Sams Industries, the registered owner of the greatoutdoors.cc domain name, regarding the "Infringement of GREATOUTDOORS.COM Service Mark" and a response letter, dated March 27, 2000, from St. John, Wallace, Brennan & Folan, as counsel to David Sams Industries, responding to the March 21, 2000 letter of Dow, Lohnes & Albertson, PLLC.