

RE

05-23-2002



102111062

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings =>=>=>

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bigfoot Communications, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other LLC

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Asset Purchase

Execution Date: January 30, 2002

2. Name and address of receiving party(ies)

Name: Bigfoot Communications (Hong Kong) Limited Internal Address: Unit 601A Kinwick Centre

Street Address: 32 Hollywood Road, Central

City: Hong Kong State: Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2108223 2855057 2232270

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey W. Berkman

Internal Address: 36 East 67th Street

Bigfoot Communications, LLC

Street Address:

City: New York State: NY Zip: 10021

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Jeffrey W. Berkman Name of Person Signing

Signature

3/19/02 Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Resubmitted See Doc Id No 102025371

TRADEMARK
590036-8030

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : Bigfoot Communications (Hong Kong) Limited
 Registration No. : 2,353,041; 2,108,223; 2,355,067 and 2,332,270
 Registration Date :
 Trademark : Bigfoot
 Class : 35 and 38

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, DC 20231 on

Jeffrey W. Berdenier
 Name of Applicant, Assignee or Registered Representative

[Signature]
 Signature

3/19/02
 Date of Signature

DESIGNATION OF DOMESTIC REPRESENTATIVE

Assistant Commissioner of Trademarks
 2900 Crystal Drive
 Arlington, Virginia 22202-3513
 Attn: Vicky Copeland, Paralegal Specialist
 Post Registration Division

Bigfoot Communications (Hong Kong) Limited, owner of the above trademark registration, hereby designates Jeffrey W. Berdenier, whose postal address is 36 East 67th Street NY NY 10021 as its domestic representative upon whom notices or process in proceedings affecting the mark may be served.

By: [Signature]
 Name: Michael D. G. Glisner
 (Typed)

Chairman
 Title:
 (Typed)

Dated: 3/18/02

00090254

Mar 13 02 10:32a

cleverlearn

+63-32-2342819

P.3

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (together with the Exhibits and Disclosure Schedules hereto, this "Agreement"), is effective as of the 30th day of January, 2002, by and between BIGFOOT COMMUNICATIONS, LLC, a Delaware limited liability company ("Seller") and BIGFOOT COMMUNICATIONS (HONG KONG) LIMITED., a Hong Kong, SAR, limited liability company ("Buyer").

RECITALS:

A. Seller owns and operates a business consisting of an internet e-mail service, known as Bigfoot for Life, Web based white pages and email address database, known as the Bigfoot Directories, provides internet e-mail re-direction services, including e-mail forwarding, distribution and filtering, offers various telecommunications services and has developed and operates an internet website named www.bigfoot.com (the "Site"), which is the portal for the various services provided by the Seller (collectively the "Business").

B. Seller desires to sell, and Buyer desires to purchase all of the assets of the Seller associated with the Business upon the terms described below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated with and are made a part of this Agreement, and in further consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

1. **SALE OF ASSETS.** Subject to the terms and conditions of this Agreement, on the Closing Date (as defined below), Seller will sell, convey, transfer, assign and deliver to Buyer, and Buyer will purchase from Seller, all of Seller's right, title and interest in, to and under the following assets, as they exist on the Closing Date, free and clear of any and all title defects, liens, pledges, claims, rights of first refusal, demands, options, security interests, mortgages, deeds of trust or other encumbrances of any nature whatsoever, except as specifically provided herein, which such assets are hereinafter collectively referred to as the "Purchased Assets", and which include the following:

(a) all inventory and other goods, including packaging, manuals and instructions which, in connection with its business are held or being processed for sale or lease or other disposition to be furnished under contracts of service, or have been so furnished, including raw materials, work in progress, finished goods, and materials and supplies used or consumed in its business ("Inventory");

(b) all accounts, deposit accounts, trade and other accounts receivable, receivables, and all other rights to payment, whether or not evidenced by an instrument or

Mar 13 02 10:32a

cleverlearn

+63-32-2342819

P. 4

chattel paper and whether or not payment has been earned by performance and any security interests held by Seller to secure same (collectively "Accounts");

(c) all of Seller's rights under invoices, sales orders and contracts of sale for product inventory, if any, entered into in the ordinary course of business by Seller as of the Closing Date and all of Seller's rights under purchase orders for raw materials, supplies and other goods entered into in the ordinary course of business by Seller as of the Closing Date (the "Sales and Purchase Orders");

(d) All supplies of Seller, including, without limitation, supplies of spare parts, office supplies and other consumable supplies used in connection with the Business

(e) all prepaid expenses, deposits and rights to refunds from suppliers, including any rights to refunds under any contracts between the Seller and third parties;

(f) all instruments, negotiable instruments, and all other writings which evidence a right to the payment of money which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment ("Instruments");

(g) All (i) copyrights, unregistered copyrights, copyright registrations and applications for copyright registration, including, without limitation, all renewals and extensions thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to, including, without limitation, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world (collectively, "Copyrights"), (ii) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world ("Patents"), and (iii) trademarks (including, but not limited, to the trademarks set forth in Schedule 1), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, prints, and labels on which said trademarks, corporate names, company names, business names, fictitious business names, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordations therefor, including, without limitation, applications, registrations and recordations in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now owned or hereafter acquired, without limitation, all renewals and extensions thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to, including, without limitation, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining

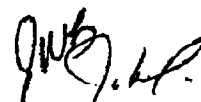


thereto throughout the world (collectively, "Trademarks"), and all the Copyrights, Patents and Trademarks, together with (A) all inventions, processes, production methods, proprietary information, knowhow and trade secrets used in its business; (B) all licenses or user or other agreements granted to it with respect to any of the foregoing, in each case whether now or hereafter owned or used; (C) all information, customer lists including database lists of active users, the Bigfoot for Life directory, database lists of e-mail addresses and the demographic information concerning such, identification of suppliers, data, plans, designs, drawings, recorded knowledge, surveys, test reports, manuals, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like; (D) sales data and other information relating to sales or service of products now or hereafter manufactured; (E) all accounting information and all media in which or on which any of the information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (F) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held; (G) all causes of action, claims and warranties now or hereafter owned or acquired in respect of any of the items listed above; and (H) all goodwill in respect of any of the items stated above (the Copyrights, Patents and Trademarks, collectively, the "Intellectual Property");

(h) all documents, documents of title, bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and all other documents which in the regular course of business or financing are treated as adequately evidencing that a person in possession is entitled to receive, hold and dispose of the document and the goods it covers ("Documents");

(i) all machinery, equipment and furniture, including processing equipment, conveyors, machine tools, data processing and computer equipment with software and peripheral equipment (other than software constituting part of the Accounts), computer hardware, software and systems, all computer programs, and computer discs, including any upgrades or installment software thereto, installation and operations manuals, source codes and licenses, communications equipment, equipment operation and service manuals, and manufacturer's warranties and guarantees, and other fixed and operating assets owned, leased or used by Seller in connection with the Business, and all engineering, processing and manufacturing equipment, office machinery, furniture, supplies, furnishings, material handling equipment, tools, attachments, accessories, automotive equipment, trailers, trucks, forklifts, molds, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property, wherever situated, together with all additions and accessions thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnations awards and insurance proceeds with respect thereto;

(j) all rights, interests and obligations that arise after Closing, of the Seller in and under the agreements and contracts listed in Schedule 2 (the "Assumed Contracts");



Mar 13 02 10:33a

cleverlearn

+63-32-2342819

p.6

(k) all chattel paper, including any writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific goods, and, when a transaction is evidenced both by a security agreement or a lease and by an instrument or a series of instruments, the group of writings taken together ("Chattel Paper");

(l) all business and financial records, books, ledgers, files, plans, documents, correspondence, budgets, lists, plots, architectural plans, drawings, notebooks, specifications, creative materials, advertising and promotional materials, marketing materials, studies, reports, equipment repair, maintenance or service records of the Seller, customer and supplier/vendor lists, pricing information, whether written or electronically stored or otherwise recorded in each case (including computer databases and software for accessing it) related to any of the foregoing;

(m) All of Seller's right, title and interest in and to the specific equipment and other personal property leases for, and contracts to purchase, tangible personal property and equipment (the "Personal Property and Equipment Leases");

(n) all tax refund claims, guarantee claims, insurance policies, insurance proceeds, causes of action, judgments, claims against third parties, counterclaims, rights of setoff, and affirmative defenses to any claims brought against Purchaser by third parties relating to the Business, and all rights of indemnification, contribution and subrogation;

(o) all of the Seller's goodwill, dealer and customer lists and all other sales and marketing information, and all knowhow, technology, drawings, engineering specifications, bills of materials, software and other intangible assets of the Seller in each case, relating to the Business;

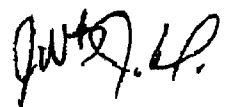
(p) all franchises, all letters of credit, all security interests, all permits or licenses relating to the Assets, and all supplies of the Seller;

(q) All approvals, authorizations, consents, licenses, orders and establishment numbers and other permits and similar items of all governmental agencies, whether federal, state or local, owned, held or used by Seller in connection with the Business, as such are transferable by their respective terms, or otherwise, to Buyer (the "Permits and Licenses")

(r) All rights and interests in the following:

(i) all rights and interests of the Seller (including any rights to Intellectual Property and the goodwill associated therewith) and any direct or indirect subsidiary of Seller to the Site and content (including, without limitation, text and graphics) of the Site;

(ii) all right, title and interest in and to the domain name, "BIGFOOT.COM" (the "Domain Name") and the registration therefor, and any intellectual property rights relating thereto;



Mar 13 02 10:33a

cleverlearn

+63-32-2342819

p.7

(iii) all rights of Seller and any direct or indirect subsidiary of Seller to software, scripts, modules, routines, data, data files and other electronic data, text or graphic files, source or object codes and other components of the Site and any other personal or intellectual property necessary to or currently used to create, maintain and/or operate the Site or the Business, or in the process of being developed, by, or on behalf of, the Seller for use on the Site or in the Business;

(iv) all telephone numbers, facsimile numbers, internet addresses, internet domain names, internet domain name registrations, log-in identifications, user identifications, screen names and on-line service identifications relating to the Business ("Communication Addresses").

2. LIABILITIES.

2.1 Assumed Liabilities. Buyer does not assume and shall not be deemed to have assumed, and Seller shall remain solely responsible for, any liability or obligation of Seller not otherwise described herein, including but not limited to the following (collectively, the "Excluded Liabilities"):

(a) Any liability or obligation of Seller for any taxes (including interest and penalties thereon) imposed on or measured by Seller's income for any period or periods ending before or after the Closing Date, including federal, state and local income taxes, or any liability or obligation of Seller for any withholding taxes, Social Security taxes, unemployment taxes, excise taxes, capital stock taxes, sales taxes, use taxes, gross receipt taxes, franchise taxes or fees, or other federal, state or local taxes of any nature (including all penalties) with respect to any time period or payable with respect to the Business, Assets, properties or operations of the Seller or any member of any affiliated group of which Seller is a member, or incident to or arising as a consequence of the negotiation or consummation by the Seller or any member of any affiliated group of which Seller is a member of this Agreement and the transactions contemplated hereby;

(b) Any liability or obligation for any sales, use or gross receipts taxes payable with respect to, or resulting from, the transactions contemplated herein, all of which shall be paid by Seller;

(c) Any liability or obligation of Seller under any loan agreement, lease agreement or any other contract, lease or agreement arising on or prior to the Closing Date, including, without limitation, any such liabilities or obligations arising on or prior to the Closing Date from the Personal Property Leases and the Contracts, other than any liability arising under or relating to any of the Assumed contracts to the extent such obligations or liabilities arise after Closing;

(d) Any liability or obligation of Seller arising out of or resulting from any breach by Seller prior to Closing of any lease, contract or other agreement to

J. H. L.
Qab

Mar 13 02 10:33a

cleverlearn

+63-32-2342819

p.8

which Seller is a party, whether or not such leases, contracts or agreements are assumed by Buyer hereunder, ;

(e) Any claims, actions, suits, proceedings, arbitrations, product or service claims, judgment, fine or governmental or regulatory authority investigation or action relating to or arising out of the conduct of the Business prior to Closing;

(f) Any liabilities for product returns, product replacements, allowances, warranties (whether express or implied) and refunds for damaged, defective or returned products or services in respect of products or services sold by Seller on or prior to the Closing Date;

(g) Any workers' compensation (including, without limitation, weekly benefits, medical rehabilitation expenses and any other expenses or obligations) with respect to injuries or illnesses suffered by any Employee of Seller resulting from occurrences on or prior to the Closing Date, whether known or unknown as of the Closing Date;

(h) Any liability for any severance, termination or similar obligations, resulting from events occurring on or prior to the Closing Date, or resulting from the consummation of the transactions contemplated herein;

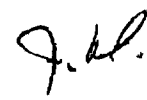
(i) Any liability or obligation with respect to any pension, retirement, disability, medical, dental or other health insurance plans, life insurance or other death benefit plans, profit sharing, deferred compensation, stock option, bonus or other incentive plans, vacation benefit plans, severance plans or other employee benefit plans or arrangements, including, without limitation, any "pension plan" as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and any "welfare plan", as defined in Section 3(1) of ERISA, maintained by Seller on behalf of any of its Employees;

(j) Any liability or obligation of the shareholders of the Seller to Seller and any liability or obligation of the Seller to its shareholders for money borrowed or otherwise, whether or not such Shareholder Loans are reflected on the financial statements of Seller;

(k) Any liability or obligation of Seller arising out of or resulting from any violation of any federal, state or local laws or regulations on or prior to the Closing Date, including, without limitation, Environmental Laws, or from the sale by Seller of any product or services;

(l) Any liabilities or obligations arising out of the conduct of the Business prior to the Closing, whether known or unknown on the Closing Date (as defined hereafter below);

(m) Any liability or obligation of the Seller not expressly assumed by Buyer hereunder.



Mar 13 02 10:33a

cleverlearn

+63-32-2342819

p.9

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 *Consideration.* Buyer agrees, in consideration of the Purchased Assets and subject to the terms conditions and limitations set forth in this Agreement, to pay to Seller the total purchase price as agreed to by the parties (the "Purchase Price").

4. CLOSING.

4.1 *General.* Subject to the terms and conditions contained herein, the transfer of the Purchased Assets by Seller to Buyer shall be effective as of 5:00 p.m. (Eastern Standard Time), January 31, 2002 (the "Closing Date"). The Closing shall be effective as of the close of business on the Closing Date.

4.2 *Obligations at Closing.*

(a) At Closing, the Seller shall (i) provide a bill of sale, (ii) take all such steps as may be reasonably necessary to put Buyer in actual ownership, possession and control of the Purchased Assets, (iii) deliver to Buyer a duly adopted Resolution of the sole Member of Seller authorizing the execution and delivery by Seller of this Agreement, and any other necessary documents contemplated hereby, and (iv) execute and deliver such other documents as Buyer shall reasonably request to vest in Buyer good and marketable title to all of the Purchased Assets.

(b) At Closing, Buyer shall deliver to Seller a duly adopted copy of a Resolution of the Board of Directors of Buyer authorizing the execution and delivery by Buyer of this Agreement, and any other necessary documents contemplated hereby

5. ADDITIONAL COVENANTS AND AGREEMENTS OF SELLER AND BUYER.

5.1 *Waiver of Bulk Sales Compliance.* The parties hereto waive compliance with the provisions of any applicable bulk sales laws in connection with the transactions contemplated by this Agreement; provided, however, Seller shall indemnify and hold Buyer harmless from any liability for any amounts owing to Seller's creditors with respect to the Purchased Assets transferred to Buyer pursuant to this Agreement. Notwithstanding the foregoing, nothing herein shall estop or prevent either Buyer or Seller from asserting, as a bar or defense to any action or proceeding brought under any applicable bulk sales law, that such law is not applicable to the transactions contemplated by this Agreement.

5.2 *Confidentiality.* From and after the date hereof, Buyer and Seller shall not publish or disclose and shall not authorize or permit any of its officers, employees, directors, agents or representatives or any third party to publish or disclose any trade secrets, customer lists, or any other confidential or proprietary data or business or financial books, records or other information of or pertaining to the other, the Purchased Assets and the Business, except as required by law and except (but only from and after the Closing) with respect to information concerning the Purchased Assets. This Section 5.2 shall survive any termination of this Agreement.

J. K.
J. K.

6. COSTS AND EXPENSES.

6.1 Brokers. Each party represents and warrants to the other that it has not employed any finder, broker, or agent in the negotiation of this transaction and that no person is entitled to any finder's fee, broker's commission, or similar form of remuneration by reason of, or in connection with the execution or performance of this Agreement.

6.2 Expenses. Each party hereto shall pay its own costs and expenses incurred in connection with the negotiation and preparation of this Agreement and the consummation of the transactions contemplated herein; provided, however, that Seller shall pay any sales, use and transfer taxes incurred in connection with the transfer of the Purchased Assets.

7. POST-CLOSING AGREEMENTS. After the Closing, the Buyer and Seller covenant and agree as follows:

7.1 Further Actions. Seller shall execute and deliver at the expense of Buyer such further instruments of transfer and conveyance, endorsements, documents and certificates as may be reasonably requested by the Buyer in order to more effectively convey and transfer to the Buyer the Purchased Assets, to aid and assist the Buyer in reducing to possession or exercising rights with respect to the Purchased Assets, and to consummate the transactions contemplated by this Agreement.

7.2 Tax Cooperation. After Closing, the parties shall cooperate with each other in the preparation of all tax returns or with any tax investigation, tax audit or other tax proceeding relating to the Business. Any information obtained pursuant to this Section 7.3 relating to taxes shall be kept confidential by the other party or parties.

8. GENERAL PROVISIONS. The following general provisions shall apply to this Agreement:

8.1 Notices. All notices which are required or may be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or mailed by Registered, Certified or Express mail, postage prepaid, or by reputable overnight courier, as follows (or at such other address as any party hereto shall have designated by notice in writing to the other parties hereto):

If to Seller: Bigfoot Communications, LLC
36 East 67th Street
New York, NY 10021
Attn: David Finkel

If to Buyer: Bigfoot Communications (Hong Kong), Ltd.
Jeffrey W. Berkman
Fax: 253-498-6472

Mar 13 02 10:34a

cleverlearn

+63-32-2342819

p. 11

8.2 Waivers. No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. The waiver of any party hereto of a breach of any portion of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

8.3 Entire Agreement. This Agreement, including the Exhibits, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof or thereof.

8.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, Special Administrative Region.

8.5 Binding Effect, Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8.6 Assignability. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other parties hereto.

8.7 Headings. The headings of the various sections and subsections herein are inserted merely as a matter of convenience and for reference only.

8.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same instrument.

8.9 Amendments. This Agreement may not be modified or amended, except in writing, signed by the parties hereto.

8.10 Severability. Any term or provision of this Agreement, which is invalid or unenforceable in any jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or the provisions of this Agreement in any other jurisdiction.

8.11 Non-Recourse. The parties expressly agree that notwithstanding anything contained in this Agreement, the obligations of Seller shall be without recourse to any shareholder, officer, director, employee, consultant or Affiliate of the Seller.

[Signature Page to Follow Separately]

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

Mar 13 02 10:34a

cleverlearn



IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date set forth above.

SELLER:

Bigfoot Communications, LLC

By: [Signature]
~~David~~ David Baskel Jeffrey W. Baskel
Title: President Secretary

BUYER:

Bigfoot Communications (Hong Kong) Limited

By: [Signature]
Name: Joe Mercado
Title: President

J.M.
AWB

1:00 17 04 01:33P

FAX NO. : 5167716182
cleverlearn

May. 23 2002 11:06AM P14
+63-32-2342819 p.1

FROM :

FAX NO. : 5167716182

Mar. 13 2002 10:32AM P1

**SCHEDULE 1
INTELLECTUAL PROPERTY**

<u>Trademark</u>	<u>Registration No.</u>
BIGFOOT	2,108,223
BIGFOOT	647800
BIGFOOT	17788
DESIGN	2,355,057
DESIGN	2,332,270
BIGFOOT	2,353,041*
BIGFOOT	001990738*
BIGFOOT	Australian Application†

No. 2,108,223 and No. 2,355,057 and No. 2,332,270 are registered in the United States.

No. 647800 is registered as a European Community Trademark.

No. 17788 is registered in Aruba.

*To be transferred from Bigfoot International, Inc. in conjunction with the correction of the Asset Sale Agreement between Bigfoot.com, Inc. and Bigfoot Communications, LLC.

†To be transferred upon registration by Australian Trademark Office.

J. O. P.
Sub

Mar 13 02 10:34a

cleverlearn

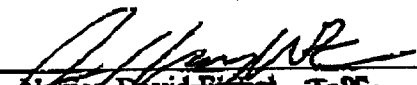
+63-32-2342819

P. 12

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date set forth above.


SELLER:

Bigfoot Communications, LLC

By: 
Name: ~~David Binkert~~ Jeffrey W. Bertram
Title: President Secretary

BUYER:

Bigfoot Communications (Hong Kong) Limited

By: 
Name: Joe Mercado
Title: President

J.W.B.
fwb

Mar 13 02 10:35a

cleverlearn

+63-32-2342813

P.14

**SCHEDULE Z
ASSUMED CONTRACTS**

Buyer assumes all contracts and agreements entered into by Bigfoot Communications, LLC, except the following:

gab
9.60.