

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies): City National Bank of West Virginia
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: CityNet, LLC
Internal Address:
Street Address: 113 Platinum Drive
City: Bridgeport State: WV Zip: 26330
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other West Virginia Limited Liability Company
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: *Pages 1-3, 14, 17 and Schedule 2, 1(d)
Assignment Merger
Security Agreement Change of Name
Other Asset Purchase Agreement*
Execution Date: April 30, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/158,427
75/158,426
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kirk D. Houser, Esquire
Internal Address:
Eckert Seamans Cherin & Mellott, LLC
Street Address: 600 Grant Street, 44th Floor
City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 02-2556
(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.
Kirk D. Houser Signature Date 07/26/2002
Name of Person Signing
Reg. No. 37,357 Total number of pages including cover sheet, attachments, and document: 9

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

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of April 30, 2001, and to be effective as of April 1, 2001 (the "Effective Date"), by and between City National Bank of West Virginia, a national banking association ("Seller"), and CityNet, LLC, a West Virginia limited liability company ("Buyer").

BACKGROUND

CityNet is an Internet service provider, web-site development firm and wholly-owned division of Seller. Buyer desires to purchase CityNet from Seller and Seller desires to sell same to Buyer as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the respective covenants and commitments of the parties set forth herein, and other sufficient and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Article 1 Definitions

As used herein, the following terms shall have the following meanings unless the context otherwise requires:

1.1 Assets shall have the meaning set forth in Section 2.1.

1.2 Closing shall mean the consummation of the transactions provided for in this Agreement.

1.3 Closing Date shall mean the date on which the Closing occurs pursuant to Article 11 hereof.

1.4 Contracts shall have the meaning set forth in Section 2.1(c) hereof.

1.5 Damages shall have the meaning set forth in Section 12.1(b).

1.6 Excluded Assets shall be those assets and rights specifically identified or described on Schedule 2.2 hereto.

1.7 Intangible Assets shall be those assets and rights specifically identified or described in Section 2.1(d) and on Schedule 2.1(d) hereto.

1.8 Leases shall have the meaning set forth in Section 2.1(b) hereof.

1.9 Liabilities shall have the meaning set forth in Section 4.1 hereof.

- 1.10 Licenses shall have the meaning set forth in Section 5.8(b) hereof.
- 1.11 Proprietary Rights shall have the meaning set forth in Section 5.8(b) hereof.
- 1.12 Purchase Price shall have the meaning set forth in Section 3.1 hereof.
- 1.13 Survival Period shall have the meaning set forth in Section 12.1(a) hereof.
- 1.14 Transaction Documents shall mean this Agreement and the other documents, instruments and agreements to be entered into pursuant hereto.

Article 2 Purchase and Sale of Assets

2.1 Included Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller for the Purchase Price, all of Seller's right, title and interest in and to the following assets (the "Assets"):

(a) Equipment and other Tangible Property. All of the equipment, supplies, furniture, computers and other tangible personal property owned by Seller listed on Schedule 2.1(a).

(b) Leases. All leasehold interests in all leases of real property and personal property, including equipment, furniture, computers, telephone systems, and other tangible personal property leased by Seller being used by Seller that are listed and described on Schedule 2.1(b) (the "Leases").

(c) Contracts. All right, title and interest in and to Seller's contracts and agreements with third party licensors, suppliers, customers, financial institutions and others that are listed and described on Schedule 2.1(c) ("Contracts"). Contracts specifically includes Licenses.

(d) Intangible Assets. All right, title and interest in and to Seller's software applications in source code form, trademarks, trade names, trademark and service mark applications and registrations, copyrights, copyright applications and registrations, know-how, confidential information, proprietary information, trade secrets, methodology, processes, technologies, algorithms, business methods, inventions whether patented or patentable or not, intellectual and industrial property and Proprietary Rights, service marks, domain names and other intangible assets used in or related to the business operations of CityNet, including without limitation, the items described on Schedule 2.1(d) and all corresponding trademark, service mark, trade name, trade secret, copyrights, patents and all other intellectual property rights embodied therein ("Intangible Assets").

(e) Books and Records. All books, records and other documents and information relating to the Assets that are material to the operation and understanding of the Assets, whether in hardcopy, electronic or other form.

(f) Goodwill. The goodwill associated with the Assets as a going concern.

(g) Accounts Receivable and Cash. All accounts receivable relating to the Assets and the cash on hand, as set forth on Schedule 2.1(g).

THE ASSETS ARE TRANSFERRED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE), EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

2.2 Excluded Assets. Seller is not selling to Buyer the Excluded Assets, and the Excluded Assets are hereby specifically excluded from the Assets.

Article 3 Purchase Price

3.1 Amount. Buyer shall pay Seller the sum of \$2.825 million (the "Purchase Price") as payment in full for the Assets. Payment shall be made in the following manner:

(a) Buyer shall pay \$100,000 cash at Closing;

(b) Buyer shall make to Seller a promissory note in the principal amount of \$2,725,000, in the form attached hereto as Exhibit A (the "Promissory Note"). The Promissory Note shall be secured by a security agreement covering the Assets, in the form attached hereto as Exhibit B (the "Security Agreement") and personal guarantees executed by Milan Puskar, Steve Lorenze, Jr. and Parry G. Petroplus, in the form attached hereto as Exhibit C (the "Guaranty Agreement")

3.2 Allocation of Purchase Price. Buyer shall, promptly after the Closing Date, but in no event later than 120 days thereafter, prepare (subject to Seller review and approval) an allocation of the purchase price and, based on such allocation, Buyer and Seller shall prepare Internal Revenue Service Form 8594. The parties agree that such allocation shall be prepared based upon the principles and requirements set forth in Section 1060 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Seller and Buyer shall timely file with the appropriate governmental authorities copies of Form 8594 and shall utilize the allocation of the purchase price contained in Form 8594 in the preparation of any tax returns and forms (including attachments thereto) which relate to the transactions contemplated hereby. Neither Buyer nor Seller shall file any tax return containing an allocation of the Purchase Price that differs from the allocation established pursuant to this Section 3.2. The parties further agree that the value to be established for goodwill and Intangible Assets in such allocation shall be the minimum allowed to be assigned thereto under applicable law and Generally Accepted Accounting Principles.

Article 4 Assumption of Liabilities

of such public announcement, and each party agrees to cooperate with the other party as appropriate to comply with all applicable laws.

Article 14
Miscellaneous

14.1 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors, affiliates and permitted assigns.

14.2 **Governing Law; Forum.** This Agreement (and any and all disputes, controversies and other claims, losses and liabilities among the parties arising out of, or in connection with, the transactions contemplated hereby) shall be governed by and construed in accordance with the laws of the State of West Virginia (without regard to its rules on conflicts of laws).

14.3 **Notices.** All notices, consents, requests, demands, instructions or other communications provided for herein shall be in writing and shall be deemed validly given, made and served when delivered personally or sent by certified or registered mail, postage prepaid, or by fax upon receipt by the sender of written confirmation of the recipients' receipt thereof (mailed notices shall be deemed given five (5) calendar days after deposit in the United States mail) and, pending the designation of another address or fax number, addressed or faxed as follows:

If to Seller: City National Bank of West Virginia
 c/o City Holding Company
 25 Gatewater Road
 Charleston, West Virginia 25313
 Attn: Chief Executive Officer
 Fax No: (304) 769-1111

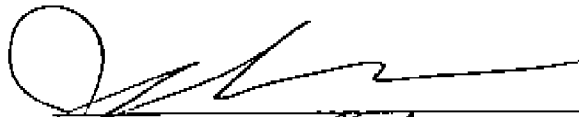
With a copy to: Hunton & Williams
 Riverfront Plaza, East Tower
 951 East Byrd Street
 Richmond, Virginia 23219
 Attn: Lathan M. Ewers, Jr.
 Fax No.: (804) 788-8218

If to Buyer: CityNet, LLC
 1000 Technology Drive
 Fairmont, West Virginia 26554
 Attention: James R. J. Martin, II, President
 Fax: (304) 366-4451


With a copy to: Andrew G. Fusco, Esq.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by respective duly authorized representatives as of the date set forth in the first paragraph.

CITY NATIONAL BANK OF WEST VIRGINIA

By: 
Name: *Don Meyer*
Title: *and loan*

CITYNET, LLC

By: 
Name: *JAMES R. J. MASON II*
Title: *MANAGER*

Schedule 2.1(d) - Intangible Assets

Tradenames:

CityNet
MarCom

Domain Names:

bicyclevv.com
callwva.com
epostcard.com
golfwv.com
marcominc.com
marcominc.net
outdoorwv.com
skiwestvirginia.com
skiwv.com
wvarts.com
wvbiz.com
wvcalendar.com
wvcar.com
wvcrafts.com
wvfishing.com
wvgolf.com
wvhealth.com
wvhunting.com
wvlodging.com
wvmediaguide.com
wvonline.com
wvparks.com
wvrn.com
wvschools.com
wvski.com
wvtrails.com
wvwildlife.com
wvabooks.com
citynetsearch.com
citynet.net
wvhoops.com
citylms.com
wvforestry.com
citynetcenter.com
westvirginianetwork.com
wvsportsmen.com
westvirginia.com
wvwhitewater.com
adventurewv.com
listingsolutions.com
wvrafting.com
wvparks.com
listingsolution.com
snowshoewv.com
westvirginia.org
raftwv.com
wonderfulwv.com
wvbuyersguide.com
wvmanufacturing.com
wvresorts.com
wvsoccer.com
online-banker.com
msesinc.com

wvtoday.net
wvatoday.net
wildwonderfulwv.org
wvatoday.com
1800callwva.com
wvtoday.com
wildwonderfulwva.org
1800callwva.org
visitwv.com
wvhta.com
wvrotary.com
monhealth.com
mongeneral.com
pdcgas.com
petd.com