

08-05-2002



102178266

Attorney Docket No. 6969T

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

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

| | |
|--|---|
| <p>1. Name of conveying party(ies):</p> <p>PACKAGENET, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p>X Corporation-State: Iowa</p> <p><input type="checkbox"/> Other</p> <p>Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes X No</p> | <p>2. Name and address of receiving party(ies)</p> <p>Name: NEOPOST INC.</p> <p>Internal Address:</p> <p>Street Address: 30955 Huntwood Avenue</p> <p>City: Hayward State: Iowa ZIP: 94544</p> <p><input type="checkbox"/> Individual(s) citizenship</p> <p><input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p>X Corporation-State: Delaware</p> <p><input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional names and addresses attached? <input type="checkbox"/> Yes X No</p> |
| <p>3. Nature of conveyance:</p> <p>X Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other:</p> <p>Effective Date of Assignment:</p> | <p>4. Application Number(s) or Registration Number(s).</p> <p>A. Trademark Application No(s): <u>75/886,942</u></p> <p>B. Trademark Registration No(s): <u>2,383,513</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes X No</p> |

8/5/02

| | |
|---|--|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: E. Lynn Perry TOWNSEND AND TOWNSEND AND CREW LLP Two Embarcadero Center, 8th Floor San Francisco, California 94111-3834 (415) 576-0200</p> | <p>6. Total number of applications and registrations involved 2</p> <p>7. Total fee (37 CFR 3.41): \$65.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge Fees to Deposit Account</p> <p>X Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.</p> <p>8. Deposit account number: 20-1430</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p> |
|---|--|

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

| | | |
|---|--------------------------|-------------------------|
| <p>E. Lynn Perry Name of Person Signing</p> | <p></p> <p>Signature</p> | <p>7/29/02 Date</p> |
|---|--------------------------|-------------------------|

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

10. Change Correspondence Address to that of Part 5? x Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

United States Patent and Trademark Office
CG4 Third Floor--Assignment Branch
1213 Jefferson Davis Highway
Arlington, VA 22202

1369561

ASSET PURCHASE AGREEMENT

between:

PACKAGENET, INC.
An Iowa corporation;

and

NEOPOST ONLINE, INC.
a Delaware corporation

Dated as of June 30, 2000

1.

TABLE OF CONTENTS

PAGE

| | | |
|------|---|----|
| 1. | PURCHASE AND SALE OF ASSETS. | 1 |
| 1.1 | Purchase and Sale of Assets. | 1 |
| 1.2 | Purchase Price. | 2 |
| 1.3 | Assumed Liabilities. | 3 |
| 1.4 | Earn-Out Payment. | 3 |
| 1.5 | Resolution by Third-Party Appraiser. | 6 |
| 1.6 | Put/Call Option. | 7 |
| 1.7 | Certain Issuances. | 7 |
| 1.8 | Waiver of Non-Competition Claims. | 7 |
| 1.9 | Non-Competition. | 7 |
| 1.10 | Consulting Agreement. | 7 |
| 1.11 | Sales Taxes. | 7 |
| 1.12 | Closing. | 8 |
| 2. | REPRESENTATIONS AND WARRANTIES OF THE SELLER. | 9 |
| 2.1 | Due Organization; No Subsidiaries; Etc. | 9 |
| 2.2 | Financial Statements. | 9 |
| 2.3 | Absence Of Changes. | 9 |
| 2.4 | Title to Assets. | 11 |
| 2.5 | Bank Accounts. | 11 |
| 2.6 | Receivables. | 11 |
| 2.7 | Inventory. | 11 |
| 2.8 | Equipment, Etc. | 11 |
| 2.9 | Real Property. | 12 |
| 2.10 | Proprietary Assets. | 12 |
| 2.11 | Contracts. | 12 |
| 2.12 | Liabilities. | 12 |
| 2.13 | Compliance with Legal Requirements. | 13 |
| 2.14 | Proceedings; Orders. | 13 |
| 2.15 | Authority; Binding Nature of Agreements. | 13 |
| 2.16 | Noncontravention; Consents. | 13 |

i.

88HJ121.DOC

#0845 P.025

NEPOST ONLINE

SEP.29.2001 17:44 6506204601

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of June 30, 2000, by and between: PACKAGENET, INC., an Iowa corporation (the "Seller"); and NEOPOST ONLINE, INC., a Delaware corporation (the "Purchaser"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. The Purchaser wishes to acquire by way of purchase and assumption, and the Seller wishes to transfer by way of sale and assignment, all of the Seller's right, title and interest in and to all tangible and intangible assets (the "Assets") necessary for Seller to conduct the business of the Seller as presently conducted. The Assets include those items listed in Exhibit B, provided, however, that the Assets shall not include any Excluded Assets.

B. In consideration for the sale and assignment of the Assets, the Purchaser is willing to pay the consideration provided for herein and to assume only the liabilities included among the "Assumed Liabilities," as defined herein.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises and covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. PURCHASE AND SALE OF ASSETS.

1.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, on the Closing Date the Seller will sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser will purchase from the Seller, good and valid title to the Assets, free of any Encumbrances. For purposes of this Agreement, "Assets" shall mean and include: all of the properties, rights, interests and other tangible and intangible assets of the Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles); provided, however, that the Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Assets shall include:

(a) all accounts receivable, notes receivable and other receivables of the Seller (including all accounts receivable identified in Part 2.6 of the Disclosure Schedule and all accounts receivable of the Seller that have arisen since June 30, 2000);

(b) all inventories and work-in-progress of the Seller, if any, and all rights to collect from customers (and to retain) all fees and other amounts payable, or that may become payable, to the Seller with respect to services performed on behalf of the Seller on or prior to the Closing Date;

1.

(c) all equipment, materials, supplies, vehicles, furniture, fixtures, improvements and other tangible assets of the Seller (including the tangible assets identified in Part 2.8 of the Disclosure Schedule);

(d) all advertising and promotional materials possessed by the Seller;

(e) all Proprietary Assets and goodwill of the Seller (including the right to use the names "Express Shipping Centers," "PackageNet" and variations and derivatives thereof);

(f) all rights of the Seller under the contracts assumed by the Purchaser and listed as such in the Instrument of Assignment and Assumption delivered at the Closing, including but not limited to existing POP contracts of the Seller identified on Annex "A" to this Agreement;

(g) all Governmental Authorizations held by the Seller, to the extent assignable;

(h) all claims (including claims for past infringement of Proprietary Assets) and causes of action of the Seller against other Persons (regardless of whether or not such claims and causes of action have been asserted by the Seller), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by the Seller (regardless of whether such rights are currently exercisable); and

(i) all books, records, files and data of the Seller that would be useful or necessary to the operation of the business operations acquired by the Purchaser from the Seller pursuant to this Agreement [or to the Simply Postage package network business of the Purchaser].

1.2 Purchase Price. In consideration for the Assets and for the other promises and covenants contained herein and in the other agreements to be delivered by the Seller hereunder,

(a) the Purchaser will pay to the Seller the Earn-Out Payment, if any, in accordance with Section 1.4, as reduced in accordance with Section 1.4(e);

(b) at the Closing, the Purchaser will deliver to the Seller
Common Stock of the Purchaser (the "Shares"), as

(i) the Purchaser shall deliver to the Seller a certificate representing
Purchaser; and) shares of the Common Stock of the

(ii) the Purchaser shall deliver to the Seller, by depositing the same with the Escrow Agent on behalf of the Seller for deposit in the Escrow Account pursuant to the Escrow Agreement, (A) a certificate representing

Proceeding. "Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation that is, has been commenced, brought, conducted or heard by or before, or that otherwise has involved or may involve, any Governmental Body or any arbitrator or arbitration panel.

Proprietary Asset. "Proprietary Asset" shall mean any patent, patent application, trademark (whether registered or unregistered and whether or not relating to a published work), trademark application, trade name, fictitious business name, service mark (whether registered or unregistered), service mark application, copyright (whether registered or unregistered), copyright application, maskwork, maskwork application, trade secret, know-how, franchise, system, computer software, invention, design, blueprint, proprietary product, technology, proprietary right or other intellectual property right or intangible asset

Purchaser Indemnitees. "Purchaser Indemnitees" shall mean the following Persons: (a) the Purchaser; (b) the Purchaser's current and future affiliates; (c) the respective Representatives of the Persons referred to in clauses "(a)" and "(b)" above; and (d) the respective successors and assigns of the Persons referred to in clauses "(a)", "(b)" and "(c)" above.

Related Party. Each of the following shall be deemed to be a "Related Party": (a) each individual who is, or who has at any time been, an officer of the Seller; (b) each member of the family of each of the individuals referred to in clause "(a)" above; and (c) any Entity (other than the Seller) in which any one of the individuals referred to in clauses "(a)" and "(b)" above holds or held (or in which more than one of such individuals collectively hold or held), beneficially or otherwise, a controlling interest or a material voting, proprietary or equity interest.

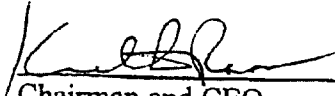
Representatives. "Representatives" shall mean officers, directors, employees, agents, attorneys, accountants, advisors and representatives.

Tax. "Tax" shall mean any tax (including any income tax, franchise tax, capital gains tax, estimated tax, gross receipts tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, occupation tax, inventory tax, occupancy tax, withholding tax or payroll tax), levy, assessment, tariff, impost, imposition, toll, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), that is, has been or may in the future be (a) imposed, assessed or collected by or under the authority of any Governmental Body, or (b) payable pursuant to any tax-sharing agreement or similar Contract.

Tax Return. "Tax Return" shall mean any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information that is, has been or may in the future be filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

The Parties to this ASSET PURCHASE AGREEMENT have caused this Agreement to be executed and delivered effective as of the date first set forth above.

PACKAGE NET, INC.
An Iowa corporation

By: 
Chairman and CEO

NEOPOST ONLINE, INC.
a Delaware corporation

By: 
President and CEO

ATTACHMENTS:

- Exhibit A - Certain Definitions
- Exhibit B - Schedule of Contracts and Personal Property
- Exhibit C - Instrument of Assignment and Assumption
- Exhibit D - Bill of Sale
- Exhibit E - General Release
- Exhibit F - Form of POP Agreement
- Exhibit G - Put and Call Option Agreement
- Exhibit H - Form of Employment Agreement
- Exhibit I - Indemnification Escrow Agreement

- Exhibit "A" - List of POPs

524215 v14/PA
Execution Copy