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TRADEMARKS ONLY

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

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

Online Media, Inc.
231 Second Street, Suite 206
San Mateo, CA 94401

08-26-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 06/17/2002

2. Name and address of receiving party(ies)

Name: Value Capital L.P.

Internal

Address:

Street Address: 65 Enterprise, Suite 485

City: Aliso Viejo State: CA Zip: 92656

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other

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)

2,294,586
2,200,181

Additional number(s) attached Yes No

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

Name: Mitchell P. Brook

Internal Address:

Street Address: Luce, Forward, Hamilton & Scripps LLP

11988 El Camino Real, Ste. 200

City: San Diego State: CA Zip: 92130

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:

50-2298

(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.

Mitchell P. Brook

Name of Person Signing

Signature

8/22/02

Date

Total number of pages including cover sheet, attachments, and document: 5

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

08/30/2002 TBIQZ1 00000172 2294586

01 FC:481

02 FC:482

40.00 OP

25.00 OP

TRADEMARK
REEL: 002573 FRAME: 0773

INTERNET DOMAIN NAME AND TRADEMARK PURCHASE AGREEMENT

This Internet Domain Name and Trademark Purchase Agreement ("Agreement") is made and entered into as of June 17, 2002 ("Effective Date"), by and between Valuc Capital L.P. ("Buyer"), a California limited partnership, and BuyMedia, Inc., a California corporation ("Seller"), formerly known as Online Media, Inc., a California corporation.

RECITALS

- A. Whereas, Seller has reserved the Internet domain names "www.buytv.com" and "www.buyradio.com" (collectively "the Internet Domain Names"); and,
- B. Whereas, Buyer is interested in acquiring and using the Internet Domain Names and acquiring any and all intellectual property rights Seller has in the marks "buytv.com" and "buyradio.com."
- C. Whereas, Seller was previously incorporated as Online Media, Inc. and Seller had previously amended and filed its Articles of Incorporation to change the name of the corporation to BuyMedia, Inc.
- D. Whereas, Online Media, Inc. is the current registered owner of the Marks with the United States Trademark Office.

NOW, THEREFORE, for good, valuable and binding consideration, including the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT

1. Pursuant to this Agreement, Seller hereby agrees as follows:

a. **Transfer of The Internet Domain Name.**

(i) Seller hereby agrees to sell, convey, assign and otherwise transfer to Buyer all of its right, title and interest in, to and associated with the Internet Domain Names in accordance with the Network Solutions, Inc. ("NSI") domain name transfer procedure ("Transfer Procedure"). No later than three (3) business days after the Effective Date, Seller will complete, execute, notarize and deliver via express mail courier to Buyer two (2) duplicate originals of the Registrant Name Change Agreement Form ("Registrant Name Change Agreement"). In connection with this transfer, Seller shall provide any necessary information as required by NSI's Transfer Procedure. Seller further agrees to take any additional steps, as necessary, to effectuate the transfer of the Internet Domain Names to Buyer and to facilitate Buyer's immediate use of the Internet Domain Names.

(ii) Seller agrees that it has not and will not delete or transfer the Internet Domain Names except as provided herein. Seller agrees to execute any and all documents that may be necessary to perfect Buyer's rights in and to the Internet Domain Names and all associated marks and/or designations transferred to Buyer under this Agreement, including but not limited to such documents as are necessary to effect the formal transfer of the Internet Domain Names to Buyer in accordance with NSI's Transfer Procedure. At any time, and from time to time hereafter, Seller shall, upon Buyer's written request and at the Buyer's sole cost and expense, take any and all steps reasonably necessary in order to vest the aforesaid rights in Buyer.

b. **Assignment of All Rights in Any buytv.com and buyradio.com Marks or Designations.** In addition to the transfer of the Internet Domain Names to Buyer as provided above, Seller hereby assigns to Buyer all rights, title and interest Seller may possess in and to any buytv.com and buyradio.com trademarks, service marks and trade names and any other marks or designations including or consisting of the terms "buytv.com," "buytv," "buyradio.com" or "buyradio" or any derivations thereof (collectively referred to as "the Marks"), together with the goodwill symbolized by the Marks, as well as all common law rights and the right to recover for past infringement anywhere in the world and all applications and registrations for the Marks.

(i) Seller agrees that concurrently with the execution of this Agreement, it will file the necessary documents with the United States Patent and Trademark Office to change the registered owner of the Marks from Online Media, Inc. to Buyer. Seller further agrees to provide Buyer copies of all the documents filed with the United States Patent and Trademark Office to effectuate the aforementioned transfer.

c. **Cessation of Use.** No later than the Effective Date, Seller will stop all use of the Internet Domain Names and the Marks for any purpose, including, but not limited to, use for an Internet site or for e-mail. Buyer shall not adopt any new uses of the Internet Domain Names, the Marks or any other similar mark, domain name or designation, including but not limited to any Internet domain name, mark or designation including or consisting of the terms "buytv.com," "buytv," "buyradio.com" or "buyradio" or any derivation thereof, in any manner in the future.

d. **Agreement Not to Challenge Buyer's Rights.** Seller agrees that it will not challenge Buyer's right to register, use, own or transfer the Internet Domain Names anywhere in the world, and shall not challenge Buyer's right to register, use, own or transfer any trademarks, service marks, domain names or trade names that include or consist of the terms "buytv.com," "buytv," "buyradio.com" or "buyradio" or any derivations thereof anywhere in the world. Further, Seller agrees that it shall not take any action that will interfere with Buyer's rights in any name or mark that includes or consists of the terms "buytv.com," "buytv," "buyradio.com," or "buyradio" or any derivations thereof, including but not limited to, opposing or otherwise objecting to the registration of such names or marks anywhere in the world.

e. **Representations and Warranties.** Seller hereby represents and warrants that:

i. Seller is the registrant listed in the records of NSI as the owner of the registration of the Internet Domain Names.

ii. Seller has not made or used, and will not make or use, any fraudulent misrepresentations or any other type of false statements in the process of registration or maintenance of the registration of the Internet Domain Names or the Marks in connection with the transaction underlying this Agreement.

iii. No fees are owing to NSI or any other governmental agency or other entity or party with regard to the registration of the Internet Domain Names. Seller warrants that all registration fees with respect to the Internet Domain Names are current and shall remain so until the Internet Domain Names are transferred to Buyer. To the Seller's knowledge, the Marks have been registered with the United States Patent and Trademark Office, are currently in material compliance with all material legal requirements (including the post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable, and are not subject to any past due maintenance fees or taxes. No Mark is now involved in any opposition, invalidation or cancellation proceeding and, to the Seller's knowledge, no such action has been threatened in writing by any third party with respect to any of the Marks.

iv. Seller has not licensed or otherwise allowed or enabled the use of the Internet Domain Names or the Marks to any other person or entity, or granted any right with respect to the Internet Domain Names or the Marks to any other person or entity, that may, in any manner, restrict, impede or adversely affect Buyer's rights therein.

v. Other than the Internet Domain Names and the Marks transferred to Buyer under this Agreement, Seller has not obtained a trademark registration, filed any application to register a trademark with the United States Patent and Trademark Office or other agency (domestic or foreign), used in any way, or registered an Internet domain name that is confusingly similar to the Internet Domain Names or the Marks.

vi. Seller is not and has not been a party to any claim, litigation or proceeding with respect to the Internet Domain Names or the Marks, and Seller has made no assignment, sale or other transfer or disposition of any interest in all or any portion of the rights in the Internet Domain Names, except as reflected in this Agreement. Seller also has not made or entered into any Agreement that conflicts with the terms of this Agreement and Seller is not aware of any person or entity that has made any claim, of any kind whatsoever, to or about the Internet Domain Names.

f. **Disclaimer of Warranty.** Seller disclaims any representation or warranty that the rights being transferred in the Marks are enforceable or that the Marks give Buyer any priority against third party use of identical or similar marks. Buyer takes such rights "as is". Buyer agrees that it shall have no recourse against Seller under any cause of action, including without limitation, for breach of contract, intellectual property infringement, negligence or fraud, in the event Buyer is unable to enforce its rights in the Marks against third party use of the same or similar marks or in the event Buyer is sued by a third party for intellectual property infringement related to Buyer's use of the Marks or the Internet Domain Name.

2. Buyer hereby agrees as follows:

a. **Payment for Transfer.** The purchase price for the Internet Domain Names and the Marks shall be \$20,000.00. Within 24 business hours after the execution of this Agreement by both parties, Buyer shall wire transfer to Seller a first payment of \$10,000.00. Within three (3) business days after confirmation that the Domain Name has been successfully transferred to Buyer, Buyer shall wire transfer to Seller a second and final payment of \$10,000.00. The term "successful transfer," as used in this paragraph 2(a), shall mean that Buyer owns and is accurately recognized as the registrant of the Domain Name in NSI's "WHOIS" database, and Buyer is able to use the Internet Domain Names. Buyer hereby covenants that, after the execution of this agreement, it shall use its best efforts to promptly secure confirmation of "successful transfer" from NSI.

b. **Representations and Warranties.** Buyer hereby represents and warrants that:

i. Buyer is duly authorized to execute and enter into this Agreement.

ii. Buyer has all the resources necessary to complete the transaction contemplated herein and has the authority to commit such resources for the purpose of this transaction.

iii. Buyer has not and will not make any fraudulent or false statements or misrepresentations in connection with the transaction underlying this Agreement.

3.

3. General

a. This Agreement is the final written expression and the complete and exclusive statement of all of the agreements, conditions, promises and covenants between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings and discussions between the parties and their respective employees, representatives, and counsel with respect to the subject matter covered hereby. Any amendments to this Agreement must be in writing specifically referring to this Agreement and signed by duly authorized representatives of the parties hereto.

b. This Agreement shall inure to the benefit of, and be binding on, the parties hereto, their heirs, successors and assigns, and each of them, and each and all of their representatives, officers, directors, shareholders, partners, employees, agents, affiliates and subsidiaries.

c. Each party hereto expressly agrees that no party intends to violate any public policy, statutory or common laws with this Agreement; that if any sentence, paragraph, clause or combination of the same is in violation of any state or federal law, such sentence, paragraph, clause or combination of same will be inoperative and this Agreement will otherwise remain binding upon the parties hereto.

d. The breach of this Agreement by any party will not be a waiver of any other subsequent or prior breach.

e. Each party agrees to use their best efforts to keep the terms of this Agreement confidential, limiting disclosure to their attorneys, tax preparers, officers or directors as applicable on a need-to-know basis only, except where disclosure is required by law or is in connection with Buyer's efforts to police and protect its intellectual property rights.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement on the date first above written.

Value Capital L.P.

By: Michael

Name: Karen Metcalfe

Its: COO

BuyMedia, Inc.

By: [Signature]

Name: Michael R. Jackson

Its: Chairman and CEO

4.

TRADEN, DOMAIN NAME TRANSFER AGREEMENT (TM, (DOMAIN NAME TRANSFER AGREEMENT.DOC)