

EXHIBIT A

Mark	Application Date	Application Number
DAILYAPPLE.COM	9/24/99	75/806604
DAILYAPPLE.COM	9/24/99	75/806602
DAILYAPPLE.COM	9/24/99	75/806600
MYDAILYAPPLE.COM	9/24/99	75/807183
MYDAILYAPPLE.COM	9/24/99	75/807184
MY DAILY APPLE	9/24/99	75/807147
MY DAILY APPLE	9/24/99	75/807146
THE DAILY APPLE	9/27/99	75/807111
THE DAILY APPLE	9/27/99	75/807109
THE DAILY APPLE	9/27/99	75/807108
DAILY APPLE	9/24/99	75/807078
DAILY APPLE	9/24/99	75/807077
DAILY APPLE	9/24/99	75/807075
DAILY APPLE	9/24/99	75/807076
THE DAILY APPLE (Design Mark)	9/13/00	78/025734

LOSS OF PROFITS, OR OTHERWISE. ACCORDINGLY, SELLER SHALL NOT BE LIABLE TO PURCHASER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE PURCHASE PRICE OR FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL EXEMPLARY, OR RELIANCE DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT MAY AN ACTION BE FILED ON ANY CLAIMS ARISING OUT OF THIS AGREEMENT LATER THAN 90 DAYS AFTER THE DATE OF EXECUTION HEREOF.

As between Seller and Purchaser only, in addition to all the consideration paid hereunder, Purchaser shall be liable for all sales, use or property taxes, and shall hold Seller harmless from any cost relating thereto.

All aspects of this agreement, including construction, validity and performance of this agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The Purchaser agrees to submit to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, State of California.

Executed at Santa Clara, California this 17th day of December 2002.

SILICON VALLEY BANK

By: J. Pollock
John Pollock
Its: Vice-President

THE FOREGOING IS AGREED AND ACCEPTED

Purchaser
The Ascent Group, LLC

By: Steve Hochberg
Steve Hochberg
Its: Managing Membe

EXHIBIT A
Registered Trademarks

THE DAILY APPLE	2,463,152
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Pending Trademarks

DAILYAPPLE.COM	75/806604
DAILYAPPLE.COM	75/806603
DAILYAPPLE.COM	75/806602
DAILYAPPLE.COM	75/806601
DAILYAPPLE.COM	75/806600
THEDAILYAPPLE	78/025734
MYDAILYAPPLE.COM	75/807186
MYDAILYAPPLE.COM	75/807185
MYDAILYAPPLE.COM	75/807184
MYDAILYAPPLE.COM	75/807183
MYDAILYAPPLE.COM	75/807182
MY DAILY APPLE	75/807149
MY DAILY APPLE	75/807148
MY DAILY APPLE	75/807147
MY DAILY APPLE	75/807146
MY DAILY APPLE	75/807145
THE DAILY APPLE	75/807111
MY DAILY APPLE	75/807109
MY DAILY APPLE	75/807108
MY DAILY APPLE	75/807107
DAILY APPLE	75/807079
DAILY APPLE	75/807078
DAILY APPLE	75/807077
DAILY APPLE	75/807076
DAILY APPLE	75/807075
DAILYAPPLE.COM	75/806604
DAILYAPPLE.COM	75/806603
DAILYAPPLE.COM	75/806602
DAILYAPPLE.COM	75/806601
DAILYAPPLE.COM	75/806600

DOMAIN NAMES

THEDAILYAPPLE.COM
 MYDAILYAPPLE.COM
 THEDAILYAPPLE.NET
 DAILY-APPLE.NET
 DAILYAPPLE.ORG
 MYDAILYAPPLE.NET

DAILY-APPLE.ORG
 MYDAILYAPPLE.ORG
 THEDAILYAPPLE.ORG
 THEDAILYAPPLE.ORG
 DAILYAPPLE.COM

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