

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Docket No. 058194-2000

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

1. Name of Conveying party(ies): How2TV, Inc.
2. Name and address of receiving party(ies): Name: SatisFusion, Inc.
3. Nature of conveyance: Execution Date: September 5, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/158996 and 75/704812
B. Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Carla B. Oakley
6. Total number of applications and trademark registrations involved: 2
7. Total fee (37 C.F.R. § 3.41): \$65.00

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 13-4520.

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.
Name: Carla B. Oakley
Signature: [Signature]
Date: October 1, 2003

Total number of pages comprising cover sheet, attachment and document: 8

Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

CH \$65.00 134520 76158996

AGREEMENT FOR SALE OF ASSETS
BY AND BETWEEN
HOW2TV, INC.
AND
SATISFUSION, INC.

This Agreement is made effective as of September 5, 2001 (the "Effective Date"), by and between, How2TV, Inc., a Delaware corporation (the "Seller") and SatisFusion, Inc., a California corporation ("Buyer"), with reference to the following facts:

RECITALS

A. Seller operates an internet-based video production and delivery business located at 1545 Wilshire Blvd., Suite 100, Los Angeles, California 90017 (the "Business").

B. Seller desires to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase from Seller, the Acquired Assets of Seller (as defined below) in exchange for shares of Buyer's Common Stock

[REDACTED]

1. Definitions. For purposes of this Agreement, the following terms used in this Agreement shall have the respective meanings set forth below:

"Acquired Assets" means all of the assets, properties and business of the Seller of every kind, character and description, whether tangible, intangible, real, personal or mixed and wherever located, as further described in Exhibit A, but specifically excluding the Excluded Assets.

"Agreement" means this Agreement for Sale of Assets, including the exhibits and schedules attached hereto, and any amendments hereto.

[REDACTED]

[REDACTED]

"Intellectual Property" means (i) patents and patent applications, (ii) trademarks, service marks, trade drafts, logos, trade names, domain names and corporate names and registrations and applications for registration thereof, (iii) copyrights and registrations and applications for registration thereof, (iv) computer software, data and documentation, (v) trade secrets, (vi) other proprietary rights relating to any of the foregoing, including, without limitation, licenses or other grants of interests of any of the foregoing Intellectual Property and (vii) copies and tangible embodiments thereof.

[REDACTED]

2. Purchase of Assets.

2.1 Transfer of the Acquired Assets. Subject to the terms and conditions of this Agreement, Seller shall sell, transfer and deliver the Acquired Assets to Buyer, and Buyer shall acquire the Acquired Assets. The Acquired Assets are to be sold and transferred by Seller to Buyer subject to no liabilities, encumbrances, or obligations other than as specifically set forth in this Agreement.

2.2 Overview of Acquired Assets. The Acquired Assets include all of Seller's assets, properties and rights (real and personal, tangible and intangible) owned or used in the conduct of Seller's business at the Effective Date and those acquired after the Effective Date and owned by the Seller on the Closing Date, except for (i) those which were disposed of in the ordinary course of Seller's business consistent with past practice since the Balance Sheet Date and (ii) the Excluded Assets.

[REDACTED]

4. Closing.

4.1 Date and Place. Subject to the satisfaction or written waiver of the conditions set forth in Sections 11 and 12 hereof, the close of the transactions contemplated hereunder (the "Closing") shall take place on August 31, 2001 (the "Closing Date") and will be deemed effective as of 12:01 a.m., local time, on September 1, 2001. The Closing shall take place at the principal offices of Seller, except as otherwise agreed by the parties.

4.2 Deliveries at Closing.

(a) At the Closing, Buyer shall deliver to Seller the following:

[REDACTED]

(b) At the Closing, Seller shall deliver to Buyer the following items:

(i) the Acquired Assets,

[REDACTED]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth in this Agreement.

Seller:

How2TV, Inc., a Delaware corporation

By: 

Henio R. Arcangeli, Jr., President and CEO

Buyer:

SatisFusion, Inc., a California corporation

By: _____

Fay Wood, President and CEO

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth in this Agreement.

Seller:

How2TV, Inc., a Delaware corporation

By: _____

Henio R. Arcangeli, Jr., President and CEO

Buyer:

SatisFusion, Inc., a California corporation

By: _____


Fay Wood, President and CEO

Exhibit A

The Acquired Assets

Acquired Assets. Buyer will purchase the following assets of Seller (the "Acquired Assets"):

All of the assets, properties and business of Seller related to the Businesses of every kind, character and description, whether tangible or intangible, including, without limitation, the assets listed below specifically excluding the Excluded Assets listed on Exhibit B.

[REDACTED]

(g) all right title and interest in and to any of Seller's copyrights, patents, service marks, trademarks, trade names, technical processes, know-how, trade secrets and all other intellectual property associated with the business of Seller, whether registered or not.

SAT-0087.APA.06