

01-05-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECC TF



102638323

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

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

1. Name of conveying party(ies):

WEBSIDESTART, INC.

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

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

3. Nature of conveyance:

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

Execution Date: Nov. 4, 2003

2. Name and address of receiving party(ies)

Name: SIA Digimoney

Internal Address:

Street Address: Viestura prospekts 14-41

City: Riga Country: Latvia State: Latvia Zip: LV1034

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

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) 2384182 AND 2345610

Additional number(s) attached Yes No

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

Name: I. Zborovskiy

Internal Address:

6 Schoolhouse Way

Street Address:

1

City: Dix Hills State: NY Zip: 11746

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$40x2=\$80

- Enclosed Check, Authorized to be charged to deposit account

8. Deposit account number:

(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.

RAND SCHULMAN

Name of Person Signing

[Signature]

Signature

Nov. 4, 2003

Date

1

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

01/05/2004 DBYRNE 00000026 2384182

01 FC:8521 02 FC:8522

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

Refund Ref: 01/05/2004 DBYRNE 00000133079

CHECK Refund Total: \$15.00

Recordation Form Cover Sheet Attachment .

Trademark Registration №(s)

2384182 and 2345610

Domestic representative designation is attached :

I.Zborovsky,

6 Schoolhouse Way, Dix Hills, NY, 11746

TRADEMARK

REEL: 002890 FRAME: 0108

ASSET PURCHASE AGREEMENT

This asset purchase agreement is made effective as of October 30, 2003 among WebSideStory, Inc. ("Seller"), Broberg & Associates ("Escrow") as escrow agent, and SLA Digimoney ("Buyer"), with reference to the following facts:

Buyer wants to buy and Seller wants to sell all of Seller's right, title, and interest in certain of Seller's assets.

In consideration for the assets to be sold pursuant to this agreement, Buyer is willing to pay the Purchase Price to Seller as provided in this agreement.

Therefore, intending to be bound, Buyer and Seller agree as follows:

1. Certain Definitions.

1.1. "Assets" means the assets described in an attachment to the Bill of Sale.

1.2. "Bill of Sale" means the bill of sale attached to this agreement.

1.3. "Purchase Price" means US\$50,000.00.

1.4. "Name Change Agreement" means the following two documents: (1) an original Register.com Transfer of Registrant form for the transfer of "yep.com" to Buyer, signed by an authorized representative of the Seller, with the Seller information filled in; and (2) a letter of authorization on Seller's letterhead, signed by an authorized individual, and designating the party authorized to sign the Transfer of Registrant form on behalf of the WebSideStory; both substantially in the form attached to this agreement as Exhibit 1.

1.5. "Trademark Transfer Documents" means an original Form PTO-1594 for transfer of Seller's US trademark registrations "yep" (registration # 2384182) and "yep.com" (registration # 2345610) to Buyer, signed by an authorized representative of the Seller, with the Seller information filled in.

2. Purchase and Sale of Assets. Conditional upon Seller receiving the Purchase Price as provided in this agreement, Seller sells, assigns, and delivers to Buyer all of Seller's right, title, and interest in and to the Assets. Buyer purchases from Seller all of Seller's right, title, and interest in and to the Assets.

Page 1

yep asset purchase agreement final clean



TRADEMARK
REEL: 002890 FRAME: 0109

3. Escrow. Buyer and Seller appoint Escrow to act as escrow agent under this agreement and Escrow accepts the appointment. Escrow will not be liable under this agreement for any action taken or omitted in good faith and in the exercise of Escrow's reasonable good judgment, or in reliance on the advice of Escrow's counsel, or for any other cause except willful misconduct or conduct in disregard of the terms of this agreement. Escrow will be protected in relying on any order or instrument reasonably believed by it to be genuine and to have been signed or represented by the proper party or parties. Buyer and Seller jointly and separately indemnify and hold Escrow harmless of and from any claims, actions, suits or damages, whether in contract or in tort, any loss, liability or expense imposed or incurred by Escrow, including penalties, attorneys' fees, court costs, and related expenses, as a result of or in connection with the rendering of its services under this agreement, provided Escrow is not adjudged by a court of competent jurisdiction to have acted with gross negligence or in bad faith. Escrow's initial fee for services under this agreement is \$1,000.00 and will be due in full upon execution of this agreement. Buyer will pay the initial fee. Seller will pay any other fees or expenses of Escrow in connection with its duties under this agreement. Seller will deliver the Name Change Agreement to Escrow at 11440 West Bernardo Court, Suite 300, San Diego, CA 92127. Buyer will deliver the Purchase Price and Escrow's initial fee of \$1,000.00 to Escrow in immediately available funds by wire transfer to via the Federal Reserve System to:

ACCOUNT HOLDER: RANDALL K. BROBERG, ATTORNEY AT LAW,
 A PROFESSIONAL CORPORATION
 ACCOUNT NUMBER: 1089160104
 ROUTING NUMBER: 121 000 358 BANK OF AMERICA
 BRANCH ADDRESS: 16849 BERNARDO CENTER DRIVE, SAN DIEGO, CA 92128
 SWIFT CODE: BOFAUS6S

BANK'S PHONE NUMBER 800 621 1236

As soon as Escrow has received: (1) the Purchase Price and Escrow's initial fee from Buyer and (2) the Name Change Agreement and the Trademark Transfer Documents from Seller, Escrow will send by Federal Express the Name Change Agreement and the Trademark Transfer Documents to Buyer at Renesource Capital / SIA Digimoney, Skunu iela 19, 3rd floor, Riga, Latvia, LV 1050 and will transfer the Purchase Price to Seller by check or by using the following instructions:

Comerica Bank-California/Branch 942
 11512 El Camino Real, Suite 350
 San Diego, CA 92130
 858-509-2392
 Contact: Scott

Checking Account Name: WebSideStory, Inc.
 Routing Number: 121137522



Account Number: 1891662247
Swift Code: MNBDUS33

If escrow does not close within 30 calendar days of the effective date of this agreement, Escrow will return the Purchase Price to Buyer and the Name Change Agreement to Seller and will keep its initial fee and will have no other duties under this Agreement.

3. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:
 - 3.1. Seller is duly organized, validly existing, and in good standing under the laws of California.
 - 3.2. Seller has full power and authority to execute and deliver this agreement and the other documents contemplated hereby and to perform its obligations hereunder.
4. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:
 - 4.1. Buyer is duly organized, validly existing, and in good standing under the laws of its state of incorporation.
 - 4.2. Buyer has full power and authority to execute and deliver this agreement and the other documents contemplated hereby, and to perform its obligations hereunder.
7. Expenses. Each party will pay all fees and expenses of its own counsel, accountants, and other representatives and all other expenses incurred by it in the negotiation, preparation, and execution of this agreement and the consummation of the sale, including any finder's or brokerage fees for which it is responsible.
8. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.
9. Complete agreement. This agreement, the exhibits, and the documents delivered or to be delivered pursuant to this agreement contain or will contain the entire agreement between the parties with respect to the transactions contemplated herein and supersede all previous oral and written and all contemporaneous oral negotiations, commitments, and understandings.

Page 3

yep asset purchase agreement final clean



TRADEMARK
REEL: 002890 FRAME: 0111

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date first above written.

WebSideStory

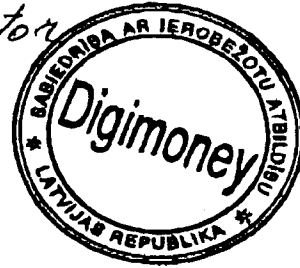
SIA Digimoney

By: [Signature]
Jeff Lunsford, president
RAND SCHULMAN
CMO

Broberg & Associates

By: [Signature]
Randy Broberg

By: [Signature]
Name: Genadijs Vasiljevs
Title: Director



[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

BILL OF SALE

For good and sufficient consideration, receipt of which is hereby acknowledged, the undersigned ("Seller") hereby sells, transfers, and conveys to SIA Digimoney ("Buyer"):

The goods and chattels, property, rights, and effects listed in the attached annex, which is incorporated herein and made a part hereof; and the whole of the good will associated with the Assets.

October 30, 2003

WebSideStory, Inc.

~~Jeff Lunsford, president~~

RAND SCHULMAN,
CMO

Annex

- Registration of the domain name, "yep.com"
- Seller's rights in the United States of America to the trademarks, "yep" and "yep.com"

Exhibit 1

Name Change Agreement

[Attached]

Transfer of Registrant Instructions

Please note that this form is only applicable for .com, .net, .org, .biz, .info, .name, .cc, .tv or .us domain names. To transfer domain names with other extensions, please contact customer support at http://www.register.com/create_ticket.cgi.

To transfer your .com, .net, .org, .biz, .info, .name, .cc, .tv or .us domain name registration to another party, please fill out the form below and fax it to:
Toll free in the U.S. and Canada: +1 (866) 285-5268
Outside the U.S. and Canada: +1 (902) 749-5429

<p>I. Domain Name</p> <p>Please list the .com, .net, .org, .biz, .info, .name, .cc, .tv or .us domain name(s) for which you would like to initiate a Transfer of Registrant:</p> <p style="text-align: center; font-size: 1.2em;">YEP.COM</p>
<p>II. Letter of Authorization</p> <p>I, <u>WEBSIDESTORY, INC</u>, the current registrant, request that the domain name registration(s) listed below be transferred to <u>SIA DIGIMONEY</u></p> <p>Signed: <u>[Signature]</u> Date: <u>NOV. 4, 2003</u></p> <p>Print Name: <u>MICHAEL CHRISTIAN</u></p> <p>Note: The 'Current Registrant' is the original administrative contact listed when the user name and password were created for your Register.com account. If the registrant is a business, this must be a business name.</p> <p>If current registrant is a business, please attach a separate letter of authorization on your company's letterhead, signed by an authorized individual, and designating the party authorized to sign the Transfer of Registrant forms on behalf of the company.</p> <p>If the current registrant is an individual, please include a signed photocopy of a valid photo ID to indicate your authorization of this transfer. Accepted forms of identification include: National, State or Local government-issued drivers license, passport or military photo ID card. It must be current/valid and signed by the current registrant to verify authorization.</p> <p style="text-align: center; font-size: 1.5em; font-weight: bold;">PLACE PHOTO ID HERE</p>

III. New Registrant Information
If the new registrant already has an account with Register.com, please skip to section IV and we will use the registrant's administrative and organizational contact on file for that user name to complete this transfer.

a. Administrative Contact (registrant):

Please note that the entity named as the administrative contact at the time the controlling user name and password are secured is considered the registrant of that domain name by Register.com and is given full authority with respect to the domain name registration. This contact will be the official registrant for the domain name(s) being transferred. Further, while you are permitted to update the Contact Information in the WHOIS record, including the administrative contact, once this transfer is successfully completed the original administrative contact you list below shall be deemed the registrant.

*Please enter either a first and last name or a company name in the Administrative Contact field. All fields are required except for fax number.

*Administrative Contact (registrant): SIA Digimoney <i>Can be an individual or an organization.</i>	
Street Address: Viestura prospekts 14-41	
City: Riga	State/Province:
Zip/Postal Code: LV 1034	Country: LATVIA
Telephone Number: 3717222490	Fax Number: 371222491
Email Address: IBQ@67K.com (ibq@67k.com)	

The information provided above will also be used as the initial administrative contact and, where applicable, the organizational contact, both of which can be updated after the transfer process is successfully completed.

IV. New Registrant Billing Information

Please provide the credit card information that is to be associated with the new registrant's Register.com account. Please enter all of the information below exactly as it appears on file with the credit card vendor.

The credit card specified here will be charged \$200, per domain name, to complete the transfer.

If you wish to change this billing information after completing the transfer, you may do so through Domain Manager (<http://mydomain.register.com/>).

All fields are required.

First Name:	Last Name:
Organization Name:	
Billing Street Address:	
City:	State:
Zip Code/Postal Code:	Country:
Credit Card Type:	AmEx Visa M/C Discover
Credit Card Number:	
Expiration Date:	
Telephone Number:	
Email Address:	

V. New Registrant Account Information (To be completed by the new registrant)

Do you have an existing account at Register.com that you would like to use? Yes No

No

If yes, please include your user name. If no, please include a user name to identify your account.

(Note: if this user name is unavailable, Register.com will assign one to you.)

User Name: Digitmoney

VI. Transfer of Registrant Agreement

Both the current registrant and the new registrant for the domain name(s) in question must read and agree to the Transfer of Registrant Agreement, located at <http://www.register.com/faq/transfer-registrant-agreement.cgi>. Please review the Transfer of Registrant Agreement and indicate below that you have read, understand and agree to the Transfer of Registrant Agreement:

Current Registrant:

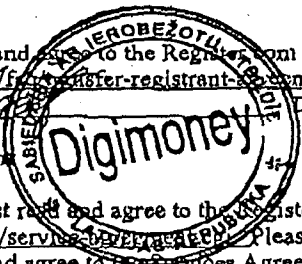
I have read, understand and agree to the Register.com Transfer of Registrant Agreement, located at <http://www.register.com/faq/transfer-registrant-agreement.cgi>.

Signed: [Signature] Date: NOV. 4, 2003

New Registrant:

I have read, understand and agree to the Register.com Transfer of Registrant Agreement, located at <http://www.register.com/faq/transfer-registrant-agreement.cgi>.

Signed: [Signature] Date: OCT. 30. 2003



VII. Services Agreement

The new registrant must read and agree to the Register.com Services Agreement, located at <http://www.register.com/services-agreement.cgi>. Please review the Services Agreement and indicate below that you have read, understand and agree to the Services Agreement:

I have read, understand and agree to the Register.com Services Agreement.

Signed: [Signature] Date: OCT. 30. 2003

