U.S. DEPARTMENT OF COMMERCE

FORM PTO-1595 RECORDATION FOR	Patent and Trademark Office
(Rev. 6-93) TRADEMAI	DKG UNI A
OMB No. 0651-0011 (exp. 4/94)	recover the attached original documents or copy thereof.
OMB No. 0651-0011 (exp. 4/94) To the Honorable Commissioner of Patents and Trademarks: Ple	Name and address of receiving party(les):
Name of conveying party(les):	Name: Website Pros, Inc.
Innuity, Inc.	Street Address: 12735 Gran Bay Parkway West
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	City: Jacksonville State: FL ZIP: 32258
○ Corporation - <u>State of Minnesota</u>	☐ Individual(s) citizenship ☐ Association
Other Additional name(\$) of conveying party(les) attached?	Association General Partnership
3. Nature of conveyance:	☐ Limited Partnership
	☑ Corporation – State of Delaware
Security Agreement Change of Name	Other –
☐ Other –	If assignee is not domiciled in the United States, a domestic representative designation is attached.
Effective Date: January 24, 2002	(Designations must be a separate document from assignment) Add(tional name(s) of conveying party(les) attached? □ Yes ☑ No
Application number(s) or trademark number(s): A. Trademark Application No(s).	B. Trademark Registration No(s). Reg. No. 2,182,006 (QUIKPAGES)
Additional numbers attact 5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: -1- 7. Total Fee (37 CFR 3.41)
Name: Barbara J. Grahn, Esq.	☐ Enclosed
Oppenheimer Wolff & Donnelly LLP	Authorized to be charged to Deposit Account
Internal Address: Suite 3300 Street Address: 45 South Seventh St.	Authorized to charge any underpayment or credit any overpayment to Deposit Account.
City: Minneapolis State: MN ZIP: 55402-1609 Our File No.: QuikPages	Deposit account number: 50-1901
On the 40" Sture ages	(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. Statement and signature. January 3, 2005	
Name of Person Signing Signature Total number of pages including cover sheet, attachments, and document: -4- (Fax cover sheet; Recordation Cover Sheet; portion of Asset Purchase Agmt.)	

Mail documents to be recorded with required cover sheet information to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335 Washington, D.C. 20231

REEL: 003013 FRAME: 0905

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is dated as of January 24, 2002, by and among Innuity, Inc., a Minnesota corporation (the "Company"), and Website Pros, Inc., a Delaware corporation ("Buyer").

WITNESSETH

WHEREAS, the Company retains the business of promoting, selling, building and hosting websites and providing certain other web services (the "Business"); and

WHEREAS, the Boards of Directors of the Company and Buyer have determined that it is in the best interests of such corporations and their respective shareholders to consummate the purchase of all of the assets of the Business by Buyer and the assumption of certain liabilities (the "Acquisition"); and

WHEREAS, the parties desire that the Acquisition be made on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, for federal income tax purposes, it is intended that the Acquisition shall qualify as a reorganization under Section 368(a) of the Code, and this Agreement is intended to be and is adopted as a plan of reorganization;

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

As used herein, the following terms shall have the following meanings (such meaning to be equally be to both the singular and plural forms of the terms defined):

Acquired Assets" means all of the assets, properties and rights of the Company relating by to the Business of every kind, nature and description, tangible or intangible, wherever located, the Excluded Assets, including but not limited to the assets reflected in the Balance Sheet and all all and rights.

equisition" shall have the meaning ascribed thereto in the preambles of this Agreement.

filiate" has the meaning as defined in Regulation 12b-2 promulgated under the Exchange Act, dation is in effect on the date hereof.

sumed Liabilities" means, and is limited to:

(a) all of the Company's obligations arising after the date of Closing (as defined in Section the Company Leases, and under the Company Contracts listed on Schedule C attached hereto; h obligations: (i) do not arise from any breach of any provision under such leases or contracts

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SCHEDULE 3.12 Intellectual Property

Intellectual Property:

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Trademarks:

a.) Registered:

"QuikPages" Filing Date: 8/18/98 Registration No.: 2,182,006

b.) Unregistered:

Applications have been filed for the following trademarks:

"Innuity" Filing Date: 11/19/99 Application No.: 75/853,258
"Visibility Online" Filing Date: 11/19/99 Application No.: 75/854,192

Note that the application for the "Innuity" (word mark) has been opposed by a third party, Intuit, Inc., and therefore has been abandoned. The application for "Innuity" (Design Mark) has also been opposed by Intuit, Inc. and may be abandoned.

The Company has not filed applications for the trademarks "QuikPage" and "Powersite."

2. Patents:

The Company has filed the following patent applications:

 Application No.: 09/761,406
 Filing Date: 1/16/01

 Application No.: 09/761,383
 Filing Date: 1/16/01

 Application No.: 09/761,401
 Filing Date: 1/16/01

 Application No.: 09/761,386
 Filing Date: 1/16/01

 Application No.: 09/515,065
 Filing Date: 02/28/00

Copyrights:

None

4. Domain Names:

QUIKPAGE.BIZ QUIKPAGE.COM

Any event or condition specifically disclosed in any Schedule shall be deemed disclosed and incorporated into any other Schedule with the same degree of specificity, to the extent such disclosure is readily apparent for such Schedule.

TRADEMARK

RECORDED: 01/13/2005

REEL: 003013 FRAME: 0907