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Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies)/Execution Date(s):</b>  BlueStreak.com, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>Delaware, U.S.A.</u> Execution Date(s) <u>Jan. 29, 2004</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No  Name: <u>Acknowledge Inc. f/k/a Virtumundo</u> Internal Address: <u>Fifth Floor</u> Street Address: <u>4600 Madison Ave.</u> City: <u>Kansas City</u> State: <u>Missouri</u> Country: <u>U.S.A.</u> Zip: <u>64112</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware, U.S.A.</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2334551</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b>  <p style="text-align: center;"><b>ADKNOWLEDGE</b></p>			

<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Michael R. Geroe</u> Address: <u>Acknowledge, Inc.</u> <u>4600 Madison Ave., 5th Floor</u> Street Address: _____ City: <u>Kansas City</u> State: <u>Missouri</u> Zip: <u>64112</u> Phone Number: <u>816-931-1826</u> Fax Number: <u>816-931-1709</u> Email Address: <u>mgeroe@adknowledge.com</u>		<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">1</span>	
<b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ <u>40.00</u></b> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed		<b>8. Payment Information:</b> a. Credit Card Last 4 Numbers <u>2259</u> Expiration Date <u>09/06</u> b. Deposit Account Number _____ Authorized User Name <u>Gwen Duzenberry</u>	
<b>9. Signature:</b> <u>Michael R. Geroe</u> <span style="float: right;"><u>Jan. 26, 2005</u></span> Signature Date Name of Person Signing		Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">13</span>	

Documents to be recorded (including cover sheet) should be faxed to (703) 556-5095, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK PURCHASE AGREEMENT

THIS TRADEMARK PURCHASE AGREEMENT ("Agreement") is made as of January 29th, 2004, by and between BlueStreak.com, Inc., a Delaware corporation ("Seller"), and Virtumundo, Inc., a Delaware corporation ("Buyer").

RECITALS

WHEREAS, Seller has adopted, used and is the registered owner of the mark "ADKNOWLEDGE" which is the subject of United States Registration No. 2334551 (with an issue date of March 28, 2000) in the United States Patent & Trademark Office (the "Mark");

WHEREAS, Buyer desires to purchase, and Seller desires to sell, all right, title and interest of Seller in, and goodwill associated with, the Mark and all other attendant intellectual property rights therein; and

WHEREAS, Buyer and Seller agree to use their best efforts to cooperate and to take all steps necessary to effect the transfer of the Mark, the associated goodwill, and all attendant intellectual property rights, and to otherwise achieve the goals contemplated by this Agreement.

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

1. **Purchase and Sale.** On the Closing Date (defined below), Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase from Seller, free and clear of all liens, claims, encumbrances and security interests of any kind: (i) all of Seller's right, title and interest, at law and in equity, including but not limited to trademark, service mark, trade name, publicity rights, and proprietary rights in and to the Mark, any and all registrations and applications to register and control the same, and (ii) all goodwill connected with the use of the Mark (collectively, "Intellectual Property"). The purchase price for the Intellectual Property shall be Twenty One Thousand and NO/100 Dollars (\$21,000.00) (the "Purchase Price") payable by Buyer to Seller on the Closing Date.

2. **Closing.** The closing of the purchase and sale of the Intellectual Property (the "Closing") shall occur on the date this Agreement is executed by the parties ("Closing Date"). The following shall occur at the closing, all of which shall be deemed to occur simultaneously:

(a) Seller shall deliver to Buyer (i) a duly executed Trademark Assignment ("Assignment") substantially in the form attached hereto as Exhibit A to be filed by Buyer with the United States Patent & Trademark Office, and (ii) a duly executed Release of Security Interest from Silicon Valley Bank d/b/a Silicon Valley East ("SVB") substantially in the form attached hereto as Exhibit B to be filed by Buyer with the United States Patent & Trademark Office; and

(b) Buyer shall deliver to Seller the Purchase Price by certified check or wire transfer of immediately available funds to an account specified by Seller.

3. **Further Assurances.** From and after the Closing Date, Seller shall, at the request of Buyer, execute, acknowledge and deliver to Buyer, without further consideration, all such further assignments, conveyances, endorsements, consents and other documents, and take such other action, as Buyer may reasonably request (i) to transfer to and vest in Buyer, and protect its rights, title and interest in the Intellectual Property and (ii) otherwise to consummate the transactions contemplated hereunder.

Buyer shall be solely responsible for all sales taxes, ad valorem taxes, commissions and fees due to any governmental body or agency arising from the sale of the Intellectual Property to Buyer hereunder.

4. **Non-Competitiveness.** During the twelve (12)-month period immediately following the Closing Date, Buyer agrees not to implement any new solution utilizing the Mark in any Seller Area of Business (as defined below) in order to directly compete with the Seller. Except as expressly contemplated herein, Seller shall make no further use whatsoever of the Intellectual Property after the Closing Date, nor shall Seller challenge, interfere, solicit or assist others to challenge or otherwise interfere with Buyer's title, interest, right or use of the Intellectual Property. For purposes hereof, the term "Seller Area of Business" means offering (1) email delivery systems for a company to communicate with or on behalf of its customers for the purposes of customer relationship marketing, or (2) third party banner advertising delivery systems on behalf of companies for their marketing communications.

5. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. Seller has the requisite corporate power and authority to execute and deliver this Agreement and the related transaction documents and to perform its obligations hereunder and thereunder. Such execution, delivery and performance by Seller have been duly authorized by all necessary corporate action. This Agreement and each transaction document executed and delivered by Seller hereunder has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(b) Neither the execution and delivery by Seller of this Agreement or the transaction documents to which it is a party, nor the performance of the obligations required to be performed by it hereunder or thereunder, will constitute breach or default under (a) the Articles of Incorporation or Bylaws of Seller, or (b) any agreement, contract, document, lease, license or other obligation to which Seller or the Intellectual Property is or may be subject.

(c) Seller is the sole registrant listed in the records of United States Patent & Trademark Office as the owner of the registration of the Mark and has good, valid and marketable title to the Intellectual Property, free and clear of liens, claims, encumbrances and security interests of any kind, except for the security interest previously granted to SVB to be released at Closing.

(d) Except for the security interest previously granted to SVB to be released at Closing, Seller has not entered, and shall not enter, into any written or oral agreement to sell, assign, transfer, convey, license, sublicense, pledge, escrow, mortgage or otherwise allow or enable the use of the Intellectual Property to any person or entity other than Buyer, and Seller has not granted, and shall not grant, any right with respect to the Intellectual Property to any person or entity other than Buyer that may, in any manner, restrict, impede or adversely effect any of Buyer's rights therein.

(e) To Seller's knowledge, ownership and/or use of the Intellectual Property does not infringe upon the proprietary rights of any third party.

(f) There is no litigation, including any arbitration, investigation or other proceeding of or before any court, arbitrator or governmental or regulatory official, body or authority pending or, to the knowledge of Seller, threatened against Seller, which relates to the Intellectual Property.

or the transactions contemplated by this Agreement, nor does Seller know of any basis for any such litigation, arbitration, investigation or proceeding.

(g) All information set forth herein or in any exhibit or schedule hereto is true, correct and complete in all respects. No representation or warranty by Seller in this Agreement or in any other transaction document delivered in connection herewith contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading.

6. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller that:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. Buyer has the requisite corporate power and authority to execute and deliver this Agreement and related transaction documents and to perform its obligations hereunder and thereunder. Such execution, delivery and performance by Buyer have been duly authorized by all necessary corporate action. This Agreement and each transaction document executed and delivered by Buyer hereunder has been duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(b) Neither the execution and delivery by Buyer of this Agreement or the transaction documents to which it is a party, nor the performance of the obligations required to be performed by it, will constitute breach or default under (a) the Articles of Incorporation or Bylaws of Buyer, or (b) any agreement, contract, document, lease, license or other obligation to which Buyer is or may be subject.

(c) All information set forth herein or in any exhibit or schedule hereto is true, correct and complete in all respects. No representation or warranty by Buyer in this Agreement or in any other transaction document delivered in connection herewith contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading.

7. **Domain Name.** Buyer acknowledges that Seller does not hold a current registration in the domain name www.acknowledge.com (together with any variations thereof, the "Domain Name"), and that, notwithstanding the Mark, a third party may hold a registration therein. Notwithstanding anything herein to the contrary, Buyer shall be solely responsible for all costs, liabilities, losses, fees and expenses incurred with respect to the Domain Name (including, without limitation, attorney fees and expenses incurred in seeking to obtain a valid registration in the Domain Name in the name of Buyer).

8. **Indemnity.** All representations and warranties of the parties shall survive the Closing Date. Buyer shall indemnify, defend and hold Seller, and its directors, officers, employees and agents harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding relating to a breach by Buyer of any of its representations, warranties, covenants or obligations hereunder. Seller shall indemnify, defend and hold Buyer, and its directors, officers, employees and agents harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding relating to: (i) a breach by Seller of any of its representations, warranties, covenants or obligations

hereunder, or (ii) infringement or misappropriation of any intellectual property rights of any third party by Seller or its agents, subcontractors or representatives, except for any costs, liabilities, losses and expenses related to the Domain Name. Notwithstanding anything herein to the contrary, in no event shall Seller's maximum indemnification obligations hereunder exceed the aggregate consideration received by Seller hereunder.

9. **Remedies.** Notwithstanding anything herein to the contrary, the parties hereto expressly reserve their rights, whether in law or in equity, with respect to the subject matter hereof. Any and all remedies for the breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

10. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

11. **General.**

(a) The laws of the State of Delaware shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws. The parties agree that, except as otherwise expressly specified herein, the sole and exclusive jurisdiction and venue for any disputes arising hereunder shall be in a state or federal trial court located in Jackson County, Missouri.

(b) Both parties represent that they have had an opportunity to read this Agreement before signing it, that they have had an opportunity to have this Agreement reviewed by an attorney before signing it, that they understand and agree to the terms and conditions set forth above, and that the terms and conditions of this Agreement are fair and reasonable.

(c) Whenever a party hereto desires or is required to give any notice, demand or request with respect to this Agreement, such communication shall be effective only if it is in writing and delivered by personal service, courier service (with satisfactory evidence of delivery) or mailed, United States certified mail, postage prepaid, addressed as follows: (i) If to Seller: BlueStreak.com, Inc., 76 Hammarlund Way, Middletown, RI 02842, Attn: Gavin A. Finn, and (ii) If to Buyer: Virtumundo, Inc., 4600 Madison, 5<sup>th</sup> Floor, Kansas City, Missouri 64112, Attn: Keith Enright, Esq. Such communications shall be effective when they are received by the addressee thereof, but if sent by certified mail in the manner set forth above, they shall be effective three (3) days after being deposited in the United States mail or if sent by courier it shall be effective on the date of delivery. A party may change its address for such communications by giving notice thereof to the other party in conformity with this Section 11(c).

(d) This Agreement and the exhibit and schedules hereto constitutes the complete and exclusive agreement between the parties regarding the subject matter hereof and thereof, and any and all previous representations, discussions and writings are merged and superseded hereunder. This Agreement may be modified only by a written document signed by all the parties hereto.

(e) This Agreement may be executed by facsimile signature at different times and in any number of originals or counterparts, and when taken together shall constitute only one document.

(f) Except as specifically set forth herein, Buyer and Seller shall each pay their own fees, expenses and disbursements in connection with the subject matter of this Agreement and all other costs and expenses incurred in performing and complying with all conditions to be

performed under this Agreement, including fees and expenses of such party's attorneys, accountants and financial advisors.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Purchase Agreement to be executed as of the date first written above by their duly authorized representatives.

Seller:

BLUESTREAK.COM, INC.

By: [Signature]  
Name: GAVIN A. GUNN  
Title: PRESIDENT # 600

Buyer:

VIRTUMUNDO, INC.

By: [Signature]  
Name: Travis W. Tisa  
Title: Executive Vice President

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EXHIBIT A

TRADEMARK ASSIGNMENT

WHEREAS, BlueStreak.com, Inc., a Delaware corporation, whose mailing address is 76 Homestead Way, Haverhill, MA 01830 ("ASSIGNOR") has adopted and used the mark "ADKNOWLEDGE," which is the subject of United States Registration No. 2334551 in the United States Patent & Trademark Office (the "Mark"), together with the goodwill symbolized thereby; and

WHEREAS, Virtumundo, Inc., a Delaware corporation, whose mailing address is 4600 Madison, 5th Floor, Kansas City, MO 64112 ("ASSIGNEE") is desirous of acquiring the Mark and any and all registrations issued in connection therewith and the goodwill symbolized thereby;

NOW, THEREFORE, in pursuance of said Agreement and consideration of the sum of ten dollars (\$10.00) paid by the said ASSIGNEE to the said ASSIGNOR, and other good and valuable consideration, ASSIGNOR does hereby convey, assign, transfer and set over unto ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Mark, together with the goodwill of the business symbolized thereby, together with all applications and/or registration thereof, together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement of said Mark.

ASSIGNOR:

BlueStreak.com, Inc.

By:

Name: GAVIN A. FINN

Title: PRESIDENT & COO

Date: JANUARY 29, 2004

State of Massachusetts

County of Worcester

ss:

Before me, the undersigned notary, personally appeared GAVIN FINN, who, being by me duly sworn did say that he/she is the PRESIDENT & COO of BlueStreak.com, Inc., and that said instrument was signed on behalf of and with authority of said corporation and said GAVIN FINN acknowledged said instrument to be the free act and deed of said corporation this 29 day of January, 2004.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:

January 10, 2008

[SEAL]

Christa Carefield  
(Notary Public)

85799 (1991)96-4.655151.0002

CERTIFIED COPY

D. A. Anderson

Dennis A. Anderson

9/24/2004

Walter Nelson

COMMISSION EXPIRES 11-19-05



EXHIBIT B

RELEASE AND TERMINATION OF SECURITY INTEREST

(attached)

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FAX NO.

P. 02

**RELEASE AND TERMINATION OF SECURITY INTEREST**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST, dated as of January \_\_\_\_, 2004, is made by SILICON VALLEY BANK D/B/A SILICON VALLEY EAST, a California chartered bank (the "Lender").

WHEREAS, Bluestreak.com, Inc., a Delaware corporation (the "Company"), granted a security interest to the Lender pursuant to a certain Intellectual Property Security Agreement dated June 19, 2003, and recorded in the records of the United States Trademark Office on June 25, 2003, on Reel 002674 and beginning on Frame 0253 (the "Security Interest");

WHEREAS, the Security Interest secured certain obligations from the Company in favor of the Lender (the "Obligations"); and

WHEREAS, the Lender has agreed to terminate and release the Security Interest in the Trademark "Adknowledge" which is the subject of United States Registration No. 2334551 in the United States Patent & Trademark Office.

NOW, THEREFORE, for valuable consideration, the Lender hereby terminates and releases the Security Interest and its lien, encumbrance and security interest in the Trademark "Adknowledge" which is the subject of United States Registration No. 2334551 including, without limitation, all of the goodwill symbolized thereby.

This Release and Termination of Security Interest shall only release the Trademark "Adknowledge" which is the subject of the United States Registration No. 2334551 in the United States Patent & Trademark Office and nothing contained herein shall limited, modify, affect or impair the rights of the Lender to continue to hold the balance of the Intellectual Property for the Obligations of the Company.

IN WITNESS WHEREOF, the Lender has caused this Release and Termination of Security Interest to be duly executed as of the date first set forth above.

[SIGNATURE PAGES FOLLOW]

FAX NO.

P. 03

SILICON VALLEY BANK D/B/A  
SILICON VALLEY EAST

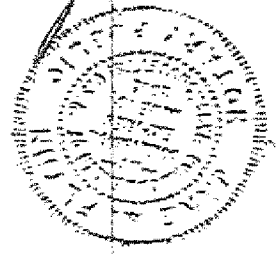
By: Michael D. Sinclair  
Title: Vice President

STATE OF Massachusetts )  
COUNTY OF Middlesex ) ss.

On this 6th day of January, 2004, before me appeared Michael D. Sinclair, to me personally known, who, being by me duly sworn did say that he/she is the Vice President of SILICON VALLEY BANK D/B/A SILICON VALLEY EAST, a California chartered bank, and that said instrument was signed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said bank.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Jane M. Flynn  
NOTARY PUBLIC



My Commission Expires:  
JANE M. FLYNN  
NOTARY PUBLIC  
My Commission Expires July 2, 2005  
(SEAL)

