

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOW! Marketing, Inc.		05/24/2000	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Freedom Interactive Media of Colorado, Inc.		
Street Address:	30 South Prospect Street		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80903		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75813274	WOW! MARKETING	
Registration Number:	2291037	PEAKLINKS	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	949-760-0404		
Email:	efiling@kmob.com		
Correspondent Name:	Tirzah Abe Lowe		
Address Line 1:	2040 Main Street		
Address Line 2:	Fourteenth floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Tirzah Abe Lowe		
Signature:	/tirzah abe lowe/		
Date:	02/14/2005		

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REEL: 003029 FRAME: 0048

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into effective as of May 24, 2000, by and among **Freedom Interactive Media of Colorado, Inc.**, a California corporation ("Purchaser"), on the one hand, and **WOW! Marketing, Inc.**, a Colorado corporation ("Seller"), **Henry B. Tippie, II**, **Henry B. Tippie**, **Josepha A. Fiandaco-Farney** and **L. Joseph Panico, III**, on the other. **Freedom Communications, Inc.**, a Delaware Corporation and **Freedom Interactive Media, Inc.**, a California corporation, and the parent corporation of Purchaser, are parties to this Agreement only with respect to the provisions of Section 6.10.

Background Facts

Seller owns and operates a business that provides services to customers of all types wishing to engage in commercial activity on the Internet, as well as interactive media development and market consultation. The parties desire to effect a transaction pursuant to which Purchaser shall purchase substantially all of the assets used in Seller's business upon the terms and subject to the conditions set forth herein.

In consideration of the respective covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

As used herein, the terms set forth below shall have the following meanings. Any of such terms, unless the context otherwise requires, may be used in the singular or plural, depending upon the reference.

"**Acquired Assets**" means all of Seller's right, title and interest in and to the assets, properties, rights, interests and goodwill of Seller used or held for use in connection with the operation of the Acquired Business, of every kind and description, real, personal and mixed, tangible and intangible and wherever located and whether or not reflected on the historical balance sheets of Seller or the Acquired Business, including without limitation, all of such Seller's right, title and interest in the assets listed on the Acquired Assets and Assumed Liabilities and Obligations Schedule; *provided, however*, that the Acquired Assets shall not include the Excluded Assets and shall not include any liabilities except the Assumed Liabilities and Obligations.

"**Acquired Assets and Assumed Liabilities and Obligations Schedule**" means Exhibit A attached hereto.

A attached hereto.

"**Acquired Business**" means the Seller's business of providing services of all types to customers wishing to engage in commercial activity on the Internet.

"**Acquired Business Purchase Price**" equals the sum of the Acquired Business Non-Performance-Based Payment plus the Acquired Business Performance-Based Payment, as adjusted for the Seller Working Capital Adjustment Amount.

"**Acquired Business Purchase Price Allocation Schedule**" means the schedule attached hereto as Exhibit C, which schedule contains an allocation of the Acquired Business Purchase Price among the Acquired Assets.

"**Acquired Business Non-Performance-Based Payment**" equals Five Hundred Fifteen Thousand Dollars (\$515,000.00). Payment of \$225,000 will be made at the Closing and the remainder will be paid as described in Section 6.8.

"**Acquired Business Performance-Based Payment**" is defined in Section 6.9.

"**Acquired Internet Content**" means all Internet websites and all of Seller's Intellectual Property rights to all graphic, textual or other content therein.

"**Action**" means any action, claim, suit, litigation, proceeding, labor dispute, arbitration, governmental audit, inquiry, criminal prosecution, investigation or unfair labor practice charge or complaint.

"**Affiliate**" means, with reference to a specified Person, (i) a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person; (ii) any Person that is an officer, partner or trustee of, or serves in a similar capacity with respect to, the specified Person, or for which the specified Person is an officer, partner or trustee or serves in a similar capacity; and (iii) with respect to any natural Person, any member of the Immediate Family of the specified Person.

"**Ancillary Transaction Documents**" means those agreements in addition to and in support of the transactions contemplated by this Agreement, including, without limitation, deeds, bills of sale, assignments, and instructions to the title insurers.

"**Assumed Liabilities and Obligations**" means only those disclosed Liabilities and Obligations of the Acquired Business set forth on the Acquired Assets and Assumed Liabilities and Obligations Schedule.

between Seller and any Affiliate of Seller.

4.12 Intellectual Property Rights.

(a) Section 4.12 of the Seller Disclosure Schedule lists all material Seller Intellectual Property Rights. To the Knowledge of Seller, no Seller Intellectual Property Rights are necessary to conduct the business and operations of the Acquired Business as it is now being conducted other than the Seller Intellectual Property Rights included in the Acquired Assets, excluding any such Seller Intellectual Property Rights where the failure to obtain such rights would not have a Material Adverse Effect on the Acquired Assets or the Acquired Business. Except as set forth in Section 4.12 of the Disclosure Schedule, Seller does not have any trademarks, tradenames, service marks, fictitious business names, copyrights, websites or patents either registered or pending registration, or unregistered or copyrights registered with any federal or state governmental authority.

(b) Seller owns all rights (within the respective geographic areas where products and services of the Acquired Business are currently marketed, sold or distributed) to, and property interests in, the Seller Intellectual Property Rights. To the extent that such Intellectual Property Rights are registered or pending registration, Seller has taken all steps necessary to maintain such registrations or pending registrations in good standing and no such registrations or pending registrations are, as of the Closing Date, in jeopardy of being abandoned or cancelled due to the failure to take such steps. No Action is pending or, to the knowledge of Seller, threatened, seeking to cancel or declare abandoned any of such registrations or pending registrations.

(c) Seller has no obligation to pay any royalty or similar payment in respect of any Seller Intellectual Property Rights, whether or not pursuant to any contractual arrangement entered into by the Seller. Seller does not have any licenses granted, sold or otherwise transferred by or to it nor other Obligations to which it is a party, relating in whole or in part to any Seller's Intellectual Property Rights.

(d) No Action is pending or, to the Knowledge of Seller, threatened, alleging that Seller is infringing upon the intangible property rights of others or that Seller's use of the Seller Intellectual Property Rights infringe or conflict with the rights of others.

4.13 Labor, Employment, Independent Contractor Matters.

(a) Seller is not a party to any labor agreement with respect to employees of Seller with any labor organization, union, group or association, and there are no employee unions (nor any other similar labor or employee organizations) under local statutes, custom or practice. In the past five years, Seller has not experienced any attempt by organized labor or their

EXHIBIT D
SECTION 4.12 (a)
SELLER INTELLECTUAL PROPERTY RIGHTS

DOMAIN NAME REGISTRATIONS

- 1) www.wowmkt.com
- 2) www.wowmarketing.com
- 3) www.peaklinks.com
- 4) www.boulderlinks.com
- 5) www.wowaccess.com

TRADE NAMES

WOW! MARKETING, INC.

TRADEMARKS

- 1) SERVICE MARK: PEAKLINKS
REG. NO. 2,291,037 REGISTERED NOVEMBER 9, 1999
- 2) PENDING APPLICATION FOR MARK: WOW! MARKETING
U.S. TRADEMARK APPLICATION SERIAL NO. 75/813,274
ORIGINAL APPLICATION FILED OCTOBER 1, 1999
INTERNATIONAL CLASSES 35 AND 42

LATEST ACTION: 3/22/00 A RESPONSE TO OFFICE ACTION DATED
2/22/00. DAVID SCHACHTER WAS SENT A COPY OF THIS PAPERWORK
FOR REVIEW.

having jurisdiction over Colorado Springs, Colorado, and the parties each irrevocably submit to the exercise of *in personam* jurisdiction by such courts with respect to such actions.

9.14 Counterparts. This Agreement may be executed and delivered in any number of counterparts, including facsimile counterparts, all of which when executed and delivered shall have the force and effect of an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

"Purchaser"

Freedom Interactive Media of Colorado, Inc.,
a California Corporation.

By: Dawn Kusick Paduganan
Name: DAWN KUSICK-PADUGANAN
Title: President/CEO

"Seller"

WOW Marketing, Inc.
a Colorado Corporation.

By: Henry B. Tippie II
Name: HENRY B. TIPPIE II
Title: PRESIDENT

Henry B. Tippie, II

Henry B. Tippie

Joseph A. Fiandaco-Farney
Joseph A. Fiandaco-Farney