

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
GivingCapital, Inc.		09/08/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kintera, Inc.		
Street Address:	9605 Scranton Road, Suite 240		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2647452	GIVINGCAPITAL	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 268 6538		
Email:	rlal@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
Signature:	/Jennifer Lee Taylor/		
Date:	06/30/2005		

CH \$40.00 2647452

Total Attachments: 7
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of September 8, 2004 (the "Agreement Date") by and between Kintera, Inc., a Delaware corporation ("Purchaser"), GivingCapital, Inc., a Delaware corporation (the "Seller"). Purchaser and Seller are referred to collectively herein as the "Parties."

RECITALS

A. Seller is engaged in the business of providing software and services for implementing and operating donor-advised fund (DAF) programs as well as pooled income fund programs (PIF), including processing, administering and reporting contributions to, and distributions from, individual donor and fund accounts (the "Business").

B. Subject only to the limitations and exclusions contained in this Agreement and pursuant to the terms and subject to the conditions hereinafter set forth, Seller desires to sell and Purchaser desires to purchase the intellectual property and certain other assets of Seller used in the Business.

C. Seller and Purchaser desire to make certain representations and warranties and other agreements in connection with the purchase and sale of the Assets (as defined in Section 1.1 below).

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

PURCHASE AND SALE

Section 1.1 Agreement to Sell. At the Closing (as defined in Section 2.1), Seller shall grant, sell, convey, assign, transfer and deliver to Purchaser, upon and subject to the terms and conditions of this Agreement, all right, title and interest of Seller in and to all of Seller's assets other than the Excluded Assets (as defined below) (the "Assets"), including but not limited to the Assets used in the Business set forth on Schedule 1.1(a) attached hereto and the Seller Intellectual Property Rights (as defined in Section 3.8(a)). Notwithstanding anything herein to the contrary, the Assets shall not include those assets set forth on Schedule 1.1(b) attached hereto (the "Excluded Assets").

Section 1.2 Agreement to Purchase. At the Closing, Purchaser shall purchase the Assets from Seller, upon and subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants of Seller contained herein, in exchange for the Shares (as defined in Section 1.4).

appropriate governmental entity and furnish properly completed exemption certificates for all exempt transactions.

(l) No claim has ever been made by a governmental entity in a jurisdiction where Seller does not file Tax returns that it is or may be subject to taxation by that jurisdiction.

(m) Seller neither is or has ever been a United States Real Property Holding Corporation within the meaning of Section 897(c)(2) of the Code during the applicable periods specified in Section 897(c)(1)(A)(ii) of the Code.

(n) Seller has not requested or received any private letter ruling from the Internal Revenue Service or comparable rulings from any other government or taxing agency.

Section 3.7 Title and Sufficiency of Assets.

(a) The Assets constitute all the assets necessary or desirable to conduct Seller's Business as currently conducted or as presently proposed to be conducted. Seller owns or leases all of the assets, including all tangible assets and properties, that are used in the conduct of the Business as currently conducted (such tangible Assets the "Material Tangible Assets"). The Material Tangible Assets are in good operating condition and repair, except for reasonable wear and tear that does not materially affect the use of such Asset. Seller has good and marketable title to all Assets (including the Seller Intellectual Property, as defined below), free and clear of all mortgages, liens, pledges, charges or encumbrances of any kind or character. The Assets are not subject to any other right of any third party, including any rights that arise, or may arise, under fraudulent conveyance or similar laws affecting the rights of creditors. Assuming the due execution and delivery thereof by the other parties thereto, all leases or licenses of assets to which Seller is a party are in full force and effect and valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, and general principles of equity. The Disclosure Schedule sets forth a true and correct list of all such leases and licenses, and true and correct copies of all such leases and licenses have been provided to Purchaser. Included in Schedule 3.7 to the Disclosure Schedule is a list of all computer equipment, including software, as well as office furniture, owned by Seller. At the Closing, Seller will sell, convey, assign, transfer and deliver to Purchaser good, valid and marketable title and all Seller's right and interest in and to all of the Assets, free and clear of all claims, liabilities, liens, pledges, mortgages, restrictions and encumbrances of any kind, whether accrued, absolute, contingent or otherwise.

(b) Seller does not own any real property. The Disclosure Schedule sets forth a true and complete list of all real property leased by Seller. Assuming the due execution and delivery thereof by the other parties thereto, all such real property leases are in full force and effect and valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, and general principles of equity. True and correct copies all such of real property leases have been provided to Purchaser.

Section 3.8 Intellectual Property.

(a) Seller owns or otherwise possesses legally enforceable rights to use, all patents, trademarks, domain names, common law trademarks, trade names, trade secrets (including customer lists), service marks and copyrights, and any applications for and registrations of such patents, trademarks, service marks, and copyrights and all processes, formulas, methods, schematics, technology, know-how, computer software programs, data or applications and tangible or intangible proprietary information or material that are used in the Business as currently conducted, free and clear of all liens, claims or encumbrances (all of which are referred to as the "Seller Intellectual Property Rights").

(b) Schedule 3.8(b) of the Disclosure Schedule contains an accurate and complete description of (i) all patents, trademarks, common law trademarks, trade names, service marks and copyrights included in the Seller Intellectual Property Rights, including the jurisdictions in which each such Seller Intellectual Property Right has been issued or registered, if applicable, or in which any such application for such issuance and registration has been filed, (ii) all licenses and sublicenses, distribution agreements and other agreements to which Seller is a party and pursuant to which any person is authorized to use any Seller Intellectual Property Rights, (iii) all joint development agreements to which Seller is a party, and (iv) all agreements with Governmental Entities or other third parties pursuant to which Seller has obtained funding for research and development activities. Seller does not license any third party technology, trade secret, know-how, process, patent, trademark or copyright, including software for use in connection with the conduct of the Business.

(c) Seller is not and will not be as a result of Seller's execution and delivery of this Agreement or the performance of its obligations under this Agreement, in breach of any license, sublicense or other agreement relating to the Seller Intellectual Property Rights.

(d) Seller has not infringed, nor has Seller received notice of a claim of infringement of, any patent, trademark, service mark, copyright, trade secret or other proprietary right of any third party. Seller does not have any knowledge of any claim challenging or questioning the validity or effectiveness of any license or agreement relating to any Seller Intellectual Property Rights.

(e) Seller has at all times used reasonable efforts to protect its proprietary information and to prevent such information from being released into the public domain.


(f) Seller has caused each person currently or formerly employed by Seller (including independent consultants and contractors, if any) to execute and deliver to Seller an employee innovations and proprietary rights assignment agreement in Seller's standard form and has provided copies of such agreements to Purchaser. To the knowledge of Seller, neither the execution or delivery of any such agreement by any such person, nor the carrying on of the business as currently conducted, has or will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such persons is obligated.

(g) All right, title and interest in and to the software code included in Seller's software products is owned by Seller, free and clear of all liens or ownership interests of third

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be signed by them or their duly authorized representatives.

PURCHASER

Kintera, Inc.

By: 
Name: Harry E. Grobel, M.D.
Title: President and Chief Executive Officer

SELLER

GivingCapital, Inc.

By: //
By: _____
Title: _____

sd-209699

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be signed by them or their duly authorized representatives.

PURCHASER

Kintera, Inc.

By: _____
Name: Harry E. Gruber, M.D.
Title: President and Chief Executive Officer

SELLER

GivingCapital, Inc.

By: David A. Kreda
Its: DAVID A. KREDA
Title: PRESIDENT

SCHEDULES

Schedule A	Delivery of Shares
Schedule 1.1(a)	Assets
Schedule 1.1(b)	Excluded Assets
Schedule 1.4	Seller Expenses
Schedule 1.6(a)	Customers
Schedule 3.3	Stock Agreements
Schedule 3.7	Equipment and Furniture
Schedule 3.8(b)	Description of Patents, Trademarks, Copyrights, etc.
Schedule 3.9(a)	Key Customer Contracts
Schedule 3.12	Litigation
Schedule 3.18	Accounts Receivable
Schedule 3.22	Absence of Changes
Schedule 3.24	Employment Matters
Schedule 5.1	Employees

EXHIBITS

Exhibit A:	Services Agreement
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Schedule 3.8(b) – Description of Intellectual Property

Trademark – GivingCapital word mark (filed with the U.S. Patent and Trademark Office under Registration Number 2647452).

See Schedule 3.9(a) for a list of agreements pursuant to which Seller has authorized a person to use Seller Intellectual Property.

“GivingCapital” logo, a copy of which is shown on the www.givingcapital.com website on the date hereof.

See the Seller Intellectual Property Rights set forth on Schedule 1.1(a).

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