



1-31-92

102969004

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

1. Name of Conveying party(ies):
ADVANCED DUPLICATING & PRINTING, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State MINN
 Other _____

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

2. Name and address of receiving party(ies):

Name: zn JONATHAN K. EARL and
OUTERNET PUBLISHING LLC
Internal Address: 77a STE. 155
Street Address: 6545 EDENVALE BLVD.
City EDEN PRAIRIE State MN Zip 55346

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other LLC limited liability corp. of Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: JANUARY 1, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s): _____

Additional numbers attached? Yes No

B. Trademark registration No.(s):
2,318,732

OFFICE OF PUBLIC RECORDS
2005 MAR 25 PM 12:41
FINANCE SECTION

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

Name: MARVIN JACOBSON
Ed L Johnson
285
Internal Address: Suite 285 JACOBSON AND JOHNSON
Street Address: One West Water Street
City: St. Paul State: MN Zip: 55107-~~2033~~ 2080

6. Total number of applications and registrations involved: 1 (ONE)

7. Total fee (37 CFR 3.41):.....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 10-0210
(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 forgoing information is true and correct and any attached copy is a true copy of the original document.

MARVIN JACOBSON Marvin Jacobson March 16, 2005
Name of person signing Signature Date

Total number of pages comprising cover sheet []

AGREEMENT

This Agreement, dated effective as of the 1st day of January, 2001, is by and between Advanced Duplicating & Printing, Inc. ("Seller"), Mr. Jonathan K. Earl ("Buyer"), and Outernet Publishing, LLC, a Delaware limited liability company ("Outernet").

Buyer desires to purchase from Seller and Seller desires to sell to Buyer all of Seller's LLC interest in Outernet, and the parties hereto desire to set forth certain additional understandings.

Accordingly, the parties hereto hereby agree as follows:

1. PURCHASE OF LLC INTEREST

In consideration for the mutual covenants herein, as well as for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby sells, transfers, and delivers to Buyer its 50% membership interest in Outernet, representing all of Seller's membership interest in Outernet.

2. FURTHER ACTS TO EFFECT PURCHASE

Seller and Buyer will, without further consideration, execute and deliver such further documents and instruments and do such other acts and things that may be necessary or appropriate to effect or confirm the transactions contemplated by this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer that: (a) Seller has full power and authority to enter this Agreement and to consummate the transactions contemplated hereby; (b) this Agreement constitutes the legal, valid, and binding obligation of the Seller enforceable against it in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws now or hereafter in effect, related to the enforcement of creditors' rights generally and except that equitable remedies are subject to judicial discretion; and (c) neither the execution, delivery, or performance of this Agreement by Seller nor the consummation of the transactions contemplated hereby by Seller will, with or without the giving of notice or the passage of time, or both, conflict with, result in a default or loss of rights (or give rise to any right of termination, cancellation, or acceleration) under, or result in the creation of any lien, charge, or encumbrance pursuant to any contract, agreement, or other instruction or obligation to which the Seller is a party or by which he may be bound or affected.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that: (a) Buyer has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; (b) this

Agreement constitutes the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws now or hereafter in effect, relating to the enforcement of creditors' rights generally, and except that equitable remedies are subject to judicial discretion.

5. ASSIGNMENT OF RIGHTS / ASSUMPTION OF OBLIGATIONS

Seller hereby forever assigns and transfers to Outernet all of its rights under that certain Purchase Agreement dated October 1, 2000 (the "Purchase Agreement") between Seller (as purchaser) and Paradigm Custom Publishing, Inc. (as seller) ("Paradigm"), and Outernet hereby assumes such rights and any corresponding obligations under said Purchase Agreement, including without limitation, Seller's obligations pursuant to Section II of the Purchase Agreement, and Seller's obligations under that certain Promissory Note dated as of October 1, 2000 in the principal amount of \$250,000 made payable by Seller to the order of Paradigm (the "Paradigm Note"), and that certain Security Agreement dated as of October 1, 2000 executed by Seller in favor of Paradigm securing the obligations under the Paradigm Note (the "Paradigm Security Agreement"). Outernet agrees to execute such documents as may be requested by Paradigm to evidence such assumption of obligations.

6. MISCELLANEOUS

- a. Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by written agreement specifically referring to this Agreement signed by all of the parties hereto.
- b. Waiver. Any party may waive any provision, breach, or default of this Agreement, provided, however, no waiver of any provision, breach, or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any other provision or any subsequent breach or default of the same or similar nature.
- c. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of each party hereto and their successors, assigns, and transferees. Neither this Agreement nor any of the rights, interests, or other obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other parties.
- d. Section Headings. The section headings contained herein are for purposes of convenience only and are not intended to define or limit the contents of said sections.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but which when taken together, including counterpart signature pages signed separately by all parties, shall be deemed one instrument.

f. Governing Law, Consent to Jurisdiction, and Choice of Forum. The construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota (without regard to the choice of law provisions thereof). By execution of this Agreement, all parties hereby consent to the jurisdiction of the courts and other tribunals of the state of Minnesota for the limited purpose of the determination of any and all disputes arising out of the construction, interpretation, and performance of this Agreement.

g. Severability. If any provisions or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

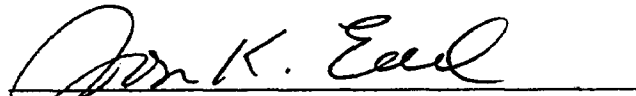
SELLER:

ADVANCED DUPLICATING &
PRINTING, INC.

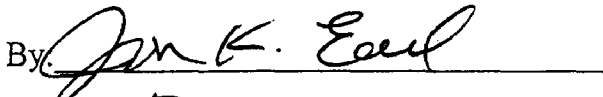
By: 

Its: VP

BUYER:


Jonathan K. Earl

OUTERNET PUBLISHING, LLC

By: 
Its: VP