

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HarmonyCentral.com, Inc.		06/10/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harmony Central Group, LLC		
<b>Street Address:</b>	931 Chevy Way		
<b>City:</b>	Medford		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97504		
<b>Entity Type:</b>	Limited liability company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78571171	HARMONY CENTRAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)828-9635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312/828-9635		
<b>Email:</b>	mhays@agdglaw.com		
<b>Correspondent Name:</b>	Mary Vidal Hays		
<b>Address Line 1:</b>	One IBM Plaza, Suite 3000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Mary Vidal Hays		
<b>Signature:</b>	/Mary Vidal Hays/		
<b>Date:</b>	09/22/2005		

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Total Attachments: 9  
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of June 10, 2005, by and between: HARMONYCENTRAL.COM, INC., a Delaware corporation (the "Seller"); and HARMONY CENTRAL GROUP, LLC, a Delaware limited liability company (the "Buyer"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

1. SALE OF TRANSFERRED ASSETS; RELATED TRANSACTIONS.

1.1 **Sale of Transferred Assets.** The Seller shall cause to be sold, assigned, transferred, conveyed and delivered to the Buyer, at the Closing (as defined in Section 1.4), good and valid title to the Transferred Assets, free and clear of all Encumbrances, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, the term "Transferred Assets" shall mean all of the properties, rights, interests, tangible and intangible Assets and goodwill of the Seller currently used in the Seller Business and necessary to conduct the Seller Business in the manner it has been historically conducted, including the Transferred Assets listed on Exhibits 1.1(A)-(D). The Transferred Assets shall not include any excluded assets identified on Exhibit 1.2 and as further defined below.

1.2 **Excluded Assets.** Notwithstanding the foregoing Section 1.1, the parties agree that the Seller is not selling, assigning, transferring, conveying or delivering to the Buyer, and the Transferred Assets shall not include, any of the assets listed on Exhibit 1.2 (collectively, the "Excluded Assets").

1.3 **Transfer of Transferred Assets.** As of the date hereof, the Seller has provided to the Buyer a Bill of Sale and/or assignment or transfer documentation reasonably requested by Buyer to transfer, sell and convey to Buyer all materials and information that are or were used in, are material to, or are necessary for the Transferred Assets, and has taken and shall take all reasonable steps as requested by Buyer to enable the Buyer to fully own and exploit the Transferred Assets, except for the Excluded Assets. Without limiting the generality of the preceding sentence, the Seller has (a) provided to the Buyer all copies of any source code, materials and other confidential information relating to the Transferred Assets, and (b) ensured that any computer equipment or other tangible assets that are not transferred to the Buyer pursuant to this Agreement do not contain any Transferred Assets or copies thereof.

1.4 **Obtaining Certain Consents.** Nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to assign or transfer any Contract listed on Exhibit 1.1D, which by its terms or by law is nonassignable or nontransferable without the consent of a third party or is cancelable by a third party in the event of an assignment or transfer or sale of substantially all assets of Seller ("Consent Required Contracts") unless and until such consents shall be given. To the extent any Consent of a third party to the transfer or assignment of a Consent Required Contract is required under the terms of the related Contract, Seller shall cooperate with Buyer in obtaining any such Consent, and shall execute such documents or requests for consent as Buyer may reasonably request. However, such cooperation shall not require Seller to remain secondarily liable or to make any payment to obtain any such Consent.

1.5 **Closing.** The consummation of the sale of the Transferred Assets to the Buyer (the "Closing") is taking place at the offices of Buyer located at 931 Chevy Way, Medford, Oregon 97504, at 10:00 a.m. on the date hereof (the "Closing Date"). By consummating the sale of the Transferred Assets to the Buyer, the parties are representing that they have satisfied their respective conditions precedent to Closing as set forth in Sections 7 and 8 ("Closing Conditions"). Either party may waive in writing a Closing Condition.

**7.2 Deliveries.** The Buyer has received the following documents:

- (a) the Consulting Agreements, executed by each of Scott Lehman, Wilson Chan and Ray W. Campbell;
- (b) the Non-Competition Agreements and Estoppel Certificate and Assignments, executed by each of Scott Lehman, Wilson Chan and Ray W. Campbell;
- (c) a recent good standing certificate issued by the respective Secretaries of State of the States of Delaware and California;
- (d) a Form W-9 certifying the exemption of the Seller from backup tax withholding; and
- (e) such bills of sale, endorsements, assignments and other documents executed by the Seller as may (in the reasonable judgment of the Buyer or its counsel) be necessary or appropriate to assign, convey, transfer and deliver to the Buyer good and valid title to the Transferred Assets free of any Encumbrances.

**7.3 Trademark Application.** Seller (a) has re-filed a use-based application for the mark "HARMONY CENTRAL" with the USPTO and (b) has recorded or has made arrangements to record with the USPTO a Notice of Assignment assigning the application to Buyer.

**7.4 Patent Application.** Seller (a) has continued to prosecute with the USPTO the Monster Rack Patent Application; (b) has recorded or has made arrangements to record with the USPTO Notices of Assignment assigning the Monster Rack Patent Application to Buyer; and (c) has provided or has made arrangements to provide, and has directed or has made arrangements to direct its Representatives and agents to provide, to the Buyer all patent application files and documentation related to the Seller Business.

**7.5 Mirror Website.** The Buyer has satisfactorily created and tested at its Bellingham, Washington facility a mirror of the website currently located at the URL *www.harmony-central.com* (the "Mirror") and is prepared to switch over the URL promptly upon Closing. Seller has provided Buyer with the necessary assistance, including but not limited to access to Seller's personnel, Data, Software and Equipment, as necessary to enable Buyer to create and test the Mirror.

**7.6 Satisfaction of Buyer's Conditions Precedent.** Buyer's delivery to Seller of the Closing Amount by wire transfer shall constitute and evidence Buyer's acceptance that all pre-Closing conditions, including but not limited to the conditions of this Section 7, have been duly satisfied by Seller or waived by Buyer. Notwithstanding the foregoing, the provisions of this Section 7.6 shall in no way constitute or be deemed a waiver of Buyer's right to indemnification by Seller under the terms set forth in Section 9 of this Agreement, if applicable.

## **8. CONDITIONS PRECEDENT TO THE SELLER'S OBLIGATION TO CLOSE.**

The Seller's obligation to sell the Transferred Assets and to take the other actions required to be taken by the Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Seller, in whole or in part, in writing):

### **8.1 Performance of Obligations.**

- (a) The Buyer has made the Closing Payment as contemplated by Section 2.1(a).

**10.12 Amendments.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Buyer and the Seller.

**10.13 Severability.** In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**10.14 Knowledge.** Information shall be deemed to be known to or to the knowledge of the Seller if that information is actually known by any officer or director of the Seller after reasonable inquiry.

**10.15 Entire Agreement.** The Transactional Agreements set forth the entire understanding of the parties relating to the subject matter thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter thereof, including, without limitation the Term Sheet dated April 20, 2005 between the Buyer and the Seller, which shall be deemed to have been terminated as of the date of this Agreement and shall be of no further force or effect.

(Signature Page Follows)

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

**HARMONYCENTRAL.COM, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

  
Ray Worthy Campbell  
Chairman and Chief Executive Officer

**HARMONY CENTRAL GROUP, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Robert Eastman  
Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

TRADEMARK

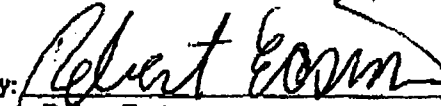
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The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first written above.

**HARMONY CENTRAL.COM, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Ray Worthy Campbell  
Chairman and Chief Executive Officer

**HARMONY CENTRAL GROUP, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Robert Eastman  
Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

## EXHIBIT A

### CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A):

**Accounts Receivable.** "Accounts Receivable" shall mean all accounts receivable, notes receivable and other receivables of the Seller, and all monies due to Seller from services performed prior to the Closing.

**Assets.** "Assets" shall mean all Data, Software, and Equipment of Seller currently used for the Seller Business and all Intellectual Property Rights of Seller related thereto or used therein, as well as the Seller Contracts, Government Authorizations to the extent assignable, Claims and Records.

**CERCLA.** "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act.

**Claims.** "Claims" shall include all claims for past infringement of Transferred Assets of the Seller against other Persons relating to the Transferred Assets (regardless of whether or not such Claims have been asserted by the Seller), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery possessed by the Seller (regardless of whether such rights are currently exercisable).

**Claim Notice.** "Claim Notice" shall mean any notice relating to a particular representation or warranty contained in the Agreement and which shall be deemed to have been given if any Indemnitee, acting in good faith, delivers to the Seller a written notice stating that such Indemnitee believes that there is or has been a breach of such representation or warranty and containing: (i) a brief description of the circumstances supporting such Indemnitee's belief that there is or has been such a possible breach; and (ii) a non-binding, preliminary estimate of the aggregate dollar amount of the actual and potential Damages that have arisen and may arise as a direct or indirect result of such possible breach.

**Code.** "Code" shall mean the Internal Revenue Code of 1986, as amended.

**Consent.** "Consent" shall mean any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

**Contracts.** "Contracts" shall mean all agreements, contracts, subcontracts, leases (whether for real or personal property), purchase orders, undertakings, understandings, covenants not to compete, employment agreements, confidentiality agreements, licenses, instruments, notes, obligations, options, warranties and commitments to which the Seller is a party or by which the Seller or any of the Assets are bound or affected, whether written or oral.

**Damages.** "Damages" shall include any loss, damage, injury, decline in value, lost opportunity, Liability, claim, demand, settlement, judgment, award, fine, penalty, Tax, fee (including any reasonable legal fee, expert fee, accounting fee or advisory fee), charge, cost (including any cost of investigation) or expense of any nature, but excluding punitive or similar exemplary damages.

**Data.** "Data" shall include all customer data, all customer mailing lists, all tracking and traffic data collected regarding visitors to the Website, all purchasing history and other financial information regarding Website customers collected by Seller and all other reports and documentation collected by the Seller regarding the visitors to the Website and purchasers of goods and services via the Website.



**Disclosure Schedule.** "Disclosure Schedule" shall mean the schedule (dated as of the date of the Agreement) delivered to the Buyer on behalf of the Seller, a copy of which is attached to the Agreement and incorporated in the Agreement by reference.

**Employee Benefit Plan.** "Employee Benefit Plan" shall have the meaning specified in Section 3(3) of ERISA.

**Encumbrance.** "Encumbrance" shall mean any restriction on the transfer of any Asset, including without limitation any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, equity, trust, equitable interest, claim, preference, right of possession, lease, tenancy, license, encroachment, covenant, infringement, interference, Order, proxy, option, right of first refusal, preemptive right, community property interest or legend. As applied to Software (licensed from third parties), the term Encumbrance shall exclude the terms of such license agreement as disclosed to Buyer.

**Entity.** "Entity" shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

**Environmental Law.** "Environmental Law" shall mean any federal, state, local or foreign Legal Requirement relating to pollution or protection of the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or exposure of any Person to Materials of Environmental Concern, including any law or regulation relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern, all as amended to date.

**Equipment.** "Equipment" shall mean the specific computer equipment and components listed in Exhibit 1.1(B).

**ERISA.** "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

**Excluded Assets.** "Excluded Assets" shall mean the Transferred Assets identified on Exhibit 1.2, which includes the Seller's cash as of the Closing Date (to the extent owned by the Seller on the Closing Date).

**Governmental Authorization.** "Governmental Authorization" shall mean any permit, license, certificate, franchise, concession, approval, consent, confirmation, endorsement, waiver, certification, designation, rating, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

**Governmental Body.** "Governmental Body" shall mean any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal); (d) multi-national organization or body; or (e) individual or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

**Hazardous Material.** "Hazardous Material" shall include: (a) any petroleum, waste oil, crude oil, asbestos, urea formaldehyde or polychlorinated biphenyl; (b) any waste, gas or other substance or material that is explosive or radioactive; (c) any "hazardous substance," "pollutant," "contaminant," "hazardous waste," "regulated substance," "hazardous chemical" or "toxic chemical" as designated, listed or defined (whether expressly or by reference) in any statute, regulation or other Legal Requirement (including CERCLA and any other so-called "superfund" or "superlien" law and the respective regulations promulgated thereunder); (d) and (d) any compound, mixture, solution, product or other substance or material that contains any substance or material referred to in clause (a), (b), or (c) above.

**Indemnitees.** "Indemnitees" shall mean the following Persons:

(i) Where Damages have been incurred by the Seller, as set forth in Section 9, Indemnitees shall be deemed to include: (a) the Buyer; (b) the Buyer's current and future subsidiaries; (c) the Buyer's Parent; (d) the respective directors, officers and employees of the Persons referred to in clauses (a), (b) and (c) above; and (e) the respective permitted successors and assigns of the Persons referred to in clauses (a), (b), (c) and (d) above.

(ii) Where Damages have been incurred by the Buyer, as set forth in Section 9, Indemnitees shall be deemed to include: (e) the Seller; (f) the Seller's current and future subsidiaries; (g) the Seller's Parent (if any); (h) the respective directors, officers and employees of the Persons referred to in clauses (e), (f) and (g) above; and (i) the respective permitted successors and assigns of the Persons referred to in clauses (e), (f), (g) and (h) above.

**Intellectual Property Rights.** "Intellectual Property Rights" shall mean all (a) U.S. and foreign patents and patent applications and disclosures relating thereto (and any patents that issue as a result of those patent applications), and any renewals, reissues, reexaminations, extensions, continuations, continuations-in-part, divisions and substitutions relating to any of the patents and patent applications, as well as all related foreign patent and patent applications that are counterparts to such patents and patent applications, (b) U.S. and foreign trademarks, service marks, trade dress, logos, trade names, services names, symbols, logos, branding elements, corporate names and the goodwill associated therewith and registrations and applications for registration thereof, (c) U.S. and foreign copyrights and rights under copyrights, including moral rights, and registrations and applications for registration thereof, (d) Trade Secrets and know-how, (e) inventions (whether or not patentable) and improvements thereto, and (f) all other proprietary and intellectual property rights now known or hereafter recognized in any jurisdiction.

**IRS.** "IRS" shall mean the United States Internal Revenue Service.

**Legal Requirement.** "Legal Requirement" shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, determination, decision, opinion or interpretation issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Body.

**Liability.** "Liability" shall mean any liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability).

**Materials of Environmental Concern.** "Materials of Environmental Concern" shall include chemicals, pollutants, contaminants, wastes, toxic substances, petroleum and petroleum products and any other substance that is now or hereafter regulated by any Environmental Law

**Trade Secrets.** "Trade Secrets" shall mean all trade secrets and confidential business information (including ideas, formulas, compositions, know-how, research and development information, software, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans marketing mailing and e-mail lists, and customer and supplier mailing and e-mail lists and information).

**Transactional Agreements.** "Transactional Agreements" shall mean: (a) the Agreement (including all schedules and exhibits hereto); (b) the Assumption Agreement; (c) the Non-Competition Agreements; and (d) the Consulting Agreements.

**Transactions.** "Transactions" shall mean (a) the execution and delivery of the respective Transactional Agreements and (b) all of the transactions contemplated by the respective Transactional Agreements, including: (i) the sale of the Transferred Assets by the Seller to the Buyer in accordance with the Agreement; (ii) the assumption of the Assumed Liabilities by the Buyer pursuant to the Assumption Agreement; and (iii) the performance by the Seller and the Buyer of their respective obligations under the Transactional Agreements, and the exercise by the Seller and the Buyer of their respective rights under the Transactional Agreements.

**Transferred Assets.** "Transferred Assets" shall mean all Assets other than the Excluded Assets.

**URL.** "URL" shall mean the uniform resource locator.

**USPTO.** "USPTO" shall mean the United States Patent and Trademark Office.

**Website.** "Website" shall mean the homepages appearing at the URLs *www.harmony-central.com*, *www.harmonycentral.com* and *www.monsterrack.com* and all subsidiary pages.