

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
E-Benefits, Inc.		08/03/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Easy Insurance Partners, LLC		
Street Address:	303 EAST SOUTH TEMPLE		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	Limited liability company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2178097	EBENEFITS	
CORRESPONDENCE DATA			
Fax Number:	(801)328-0537		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-521-3200		
Email:	bwinder@joneswaldo.com		
Correspondent Name:	Brent T. Winder c/o Jones Waldo Holbrook		
Address Line 1:	170 South Main Street, Suite 1500		
Address Line 4:	Salt Lake City, UTAH 84101		
NAME OF SUBMITTER:	Brent T. Winder		
Signature:	/Brent T. Winder/		
Date:	09/29/2005		

CH \$40.00 2178097

Total Attachments: 10
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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT, by and between E-BENEFITS, Inc., a Delaware corporation ("*Seller*"), and Easy Insurance Partners, LLC, a Utah limited liability company ("*Buyer*"), is effective as of August 3, 2005 (the "*Effective Date*").

BACKGROUND

A. Seller owns all right and title to the registered trademark, "eBenefits" (the "*Mark*"), the domain names eBenefits.com and e-Benefits.com, and the Delaware business name registration E-BENEFITS, Inc., all used in connection with the marketing and sale of the goods and/or services described on the attached Exhibit A (together with the Mark, the "*Intellectual Property*");

B. Buyer wishes to acquire all of Seller's right, title and interest in and to the Intellectual Property; and

C. Seller is willing to assign to Buyer its rights in and to the Intellectual Property, upon the terms and subject to the conditions hereof.

AGREEMENT

1. Purchase and Sale of Intellectual Property.

(a) Assets to be Transferred. Subject to the terms and conditions of this Agreement, Seller hereby sells, assigns and transfers to Buyer all of Seller's right, title, and interest in and to the Intellectual Property, along with any goodwill associated therewith including goodwill of the business symbolized by the Mark, and Buyer agrees to pay to Seller Fifty Thousand Dollars (\$50,000) in cash or other immediately available funds.

(b) Excluded Liabilities. Buyer agrees to assume and be responsible for claims, obligations and liabilities arising from use and ownership of the Intellectual Property from and after the Effective Date. Buyer does not assume, agree to perform or discharge, or otherwise accept any responsibility for any obligation of Seller arising from use and ownership of the Intellectual Property prior to the Effective Date.

(c) EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF SELLER'S OBLIGATIONS HEREUNDER.

2. Closing. The closing of the transaction contemplated herein will take place as of the Effective Date (the "*Closing*").

3. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer as follows:

(a) **Due Organization.** Seller is a corporation duly organized and existing under the laws of the State of Delaware and is in good standing under such laws. Seller has requisite corporate power and authority to own and operate the Intellectual Property and to carry on its business as presently conducted and as currently proposed to be conducted.

(b) **Due Authorization.** Seller has all requisite legal and corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. All corporate action on the part of Seller necessary for the authorization, execution, delivery and performance of this Agreement has been taken or will be taken prior to the Closing. This Agreement will constitute the valid and binding obligation of Seller, enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rulings of law governing specific performance, injunctive relief or other equitable remedies.

(c) **Right, Title and Interest.** Seller is the owner of the Intellectual Property and possesses all rights, title and interest in the Mark, free of any liens or encumbrances thereon. To the best of Seller's knowledge, Seller does not know of any use of the Mark prior to March 14, 1997 or any third party claim of use of the Mark prior to March 14, 1997 or any uses of a confusingly similar Mark on or in connection with the same or similar goods or services listed on Exhibit A prior to March 14, 1997, or of any challenges to Seller's ownership of the Intellectual Property or its right to assign the Intellectual Property to Buyer.

(d) **No Abandonment.** Seller has not abandoned use of the Mark. Since its adoption of the Mark, Seller has continuously used the Mark in connection with the goods and services listed on Exhibit A in interstate commerce.

(e) **Trademark Registration.** Seller owns a registration for the Mark on the Principal Register in the United States Patent and Trademark Office for the goods and/or services listed on Exhibit A, Registration Number 2178097 (the "Registration").

(f) **Non-Contravention.** To the best of Seller's knowledge, neither the execution, delivery or performance of this Agreement will result in a violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any material provision, instrument, judgment, order, writ, decree or contract, or an event which results in the creation of any lien, charge or encumbrance upon the Intellectual Property.

(g) **No Infringement.** As of the date this representation is made, Seller has not received any notice of any claim of infringement or any other claim or proceeding relating to any Intellectual Property Right owned or claimed by another, and there are no such claims pending or threatened with respect to the Intellectual Property. As used herein, "Intellectual Property Right" means any United States trademarks, service marks,

domain names, copyrights, business names and any applications or registrations for any of the foregoing, and any trade names or trade dress

4. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) **Due Organization.** Buyer is a limited liability company duly organized and existing under the laws of the State of Utah and is in good standing under such laws. Buyer has requisite corporate power and authority to own and operate its properties and assets and to carry on its business as presently conducted and as currently proposed to be conducted.

(b) **Due Authorization.** Buyer has all requisite legal and corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. All corporate action on the part of Buyer necessary for the authorization, execution, delivery and performance of this Agreement has been taken or will be taken prior to the Closing. This Agreement will constitute the valid and binding obligation of Buyer, enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rulings of law governing specific performance, injunctive relief or other equitable remedies.

5. Covenants of Seller. Seller hereby agrees that it will take or refrain from taking (as applicable) the following actions:

(a) **Deliveries.** Seller will deliver to Buyer an executed Trademark Assignment in the form attached hereto as Exhibit B, assigning to Buyer Seller's entire right, title and interest in and to the Mark.

(b) **Further Actions.** Seller agrees to execute and deliver such documents as reasonably requested by Buyer in order to consummate the transactions contemplated hereby.

(c) **Cooperation.** Seller agrees to reasonably cooperate with and assist Buyer at Buyer's expense in Buyer's obtaining, enforcing and defending its rights in the Intellectual Property pursuant to this Agreement. If such cooperation becomes unreasonable for Seller, Buyer agrees to compensate Seller for time and effort, in an amount mutually agreed upon.

(d) **Use of the Intellectual Property.** Seller will cease all use of the Intellectual Property effective immediately upon the Effective date of this Agreement.

(i) Seller's current corporation, E-BENEFITS, Inc., a Delaware Corporation, shall be renamed, and such name shall not be the same or confusingly similar to the Intellectual Property. Such name change shall occur in every state in which E-BENEFITS, Inc has been filed. Seller shall provide documentation of said change request to Buyer

within a reasonable time, but in no way to exceed 14 days from execution of this agreement.

(d) Similar Intellectual Property. Seller will not adopt or use any mark, domain name or business name which is the same or confusingly similar to the Intellectual Property or which tends to dilute its distinctiveness.

6. Limitation on Liability. NEITHER SELLER NOR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, REVENUE, OR USE ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL SELLER'S LIABILITY TO BUYER (INCLUDING ANY FEES) EXCEED \$10,000.

7. Miscellaneous.

(a) Severability. This Agreement will be deemed severable, and the invalidity or unenforceability of any term or provision hereof will not affect the validity or enforceability of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

(b) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will be considered one agreement.

(c) Survival. The respective representations, warranties, covenants and agreements of each of the parties to this Agreement (except covenants and agreement which are expressly required to be performed and are performed in full on or before the Closing) will survive the Closing and the consummation of the transactions contemplated by this Agreement.

(d) Amendments and Waivers. Any term of this Agreement may be amended only by the written mutual consent of both parties; the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the party waiving the term in question.

(e) Attorney's Fees. The prevailing party in any action to enforce this Agreement or to remedy any breach or alleged breach of this Agreement will be entitled to recover the reasonable fees and expenses of legal counsel engaged by the prevailing party for such action.

(f) Entire Agreement. This Agreement, together with all Exhibits hereto, represents the entire agreement between the parties with respect to the transaction set forth herein. This Agreement supersedes all prior negotiations, discussions,

correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement, all of which are merged into this Agreement.

(g) Further Assurances. As of or after the Closing, each party will execute and deliver such further documents and take such further actions as may be necessary to carry out or evidence the terms of this Agreement and the transactions contemplated herein.

(h) Governing Law. This Agreement will be governed and construed by the laws of the State of Utah without giving effect to the choice-of-law provisions thereof.

[Signatures are on the following page.]

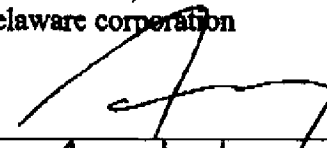
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date first set forth above.

SELLER:

BUYER:

E-BENEFITS, Inc.
a Delaware corporation

Easy Insurance Partners, LLC
a Utah limited liability company

By: 
Name: Andy Kurtzig
Title: CEO

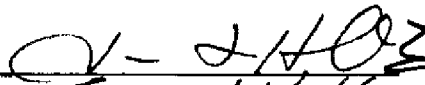
By: 
Name: JAMES L'HART
Title: Manager/Member

EXHIBIT A
GOODS AND/OR SERVICES OFFERED AND SOLD UNDER THE MARK

Description of Goods or Services: Brokerage and administration of benefit plans, namely, health plans, life insurance, workmen's compensation, dental plans, vision plans, prescription drug plans, long term care plans, and accidental, death and dismemberment plans

International Class: 036

Registration Number: 2178097

**EXHIBIT B
FORM OF TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT, assigning all right, title and interest in and to the registered trademark, "eBenefits" (the "Mark") from E-BENEFITS, Inc., a Delaware corporation ("Assignor") to Easy Insurance Partner, LLC, a Utah limited liability company ("Assignee"), is effective as of August 3, 2005.


BACKGROUND

1. Assignor owns and is using the Mark in connection with brokerage and administration of benefit plans. The pending application is for use of the Mark in connection with the marketing and advertising of brokerage and administration of benefit plans.
2. Assignor owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number 2178097 (the "Registration").
3. Assignee desires to acquire the Mark.
4. Pursuant to that certain Intellectual Property Purchase Agreement, effective as of August 3, 2005, between Assignor and Assignee, Assignor has agreed to sell and assign the Mark to Assignee.

ASSIGNMENT

In consideration of the foregoing premises, Assignor hereby sells, assigns and transfers to Assignee all right, title, and interest in and to the Mark, and that portion of the business to which the Mark pertains together with the goodwill of the business symbolized by the Mark.

E-BENEFITS, INC

By: 
 Name: Amy Kurtzig
 Title: CEO

Subscribed and sworn to before me this _____ day of _____, 2005.

Notary Public

My Commission Expires: _____

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of eDnet, Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "ARTICLE FIRST" so that, as amended, said Article shall be and read as follows:

The name of this Corporation is Serenade, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 2nd day of August, 2005.

By: [Signature]
Authorized Officer
Title: CEO
Name: Andy Kurtzig
Print or Type



Commission Summary Report
For Period Ending April 2005

Andrew Kurtzig
E-Benefits Inc.
297 South Street
Sausalito, CA 94965

Carrier Code*	New Policy Number	Old Policy Number	Group Name:	Effective Date	Due Date	Premium	Commission
BC	325195MED		Kurtzig Capitol, LLC.	06/01/2003	/ /	0.00	0.00
BC	438116346		Richard Ehrhinspiel	06/01/1997	/ /	0.00	0.00
BC	327962MED	C55PMS	Verso Editions	05/01/1997	03/01/2005	372.00	37.20
BC	227962DEN	C55PMS	Verso Editions	05/01/1997	/ /	0.00	0.00
TOTAL BROKER'S COMMISSION FOR Andrew Kurtzig:.....							37.20

*Carrier Code "XAD" is used for prior month adjustments

No checks will be issued for balances below \$20.00

477 Ninth Ave.. #107 San Mateo, CA 94402

For more information, please contact Martha Tunc at 800-944-5474 or email her at MTunc@lisibroker.com
All broker address changes should be emailed to addresschanges@lisibroker.com or fax 800-336-4465.