

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	Asset Purchase
-----------------------	----------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sharpshooters, Inc.		05/03/2000	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Corbis Corporation
Street Address:	710 Second Avenue
Internal Address:	Suite 200
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2376409	SHARPSHOOTERS PREMIUM STOCK PHOTOGRAPHY
Registration Number:	2376408	SHARPSHOOTERS PREMIUM STOCK FOOTAGE
Registration Number:	2376407	SHARPSHOOTERS PREMIUM STOCK PHOTOGRAPHY & FOOTAGE
Registration Number:	2376406	SHARPSHOOTERS

CORRESPONDENCE DATA

Fax Number: (206)373-6100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 206-373-6000
 Email: legal@corbis.com
 Correspondent Name: Cynthia Sharp/Corbis Corporation
 Address Line 1: 710 Second Avenue
 Address Line 2: Suite 200
 Address Line 4: Seattle, WASHINGTON 98104

OP \$115.00 2376409

NAME OF SUBMITTER:	Cynthia Sharp
Signature:	/cynthia sharp/
Date:	10/25/2005

Total Attachments: 10

source=Sharpshooters Purchase Agmt Extract re TM Transfer#page1.tif
source=Sharpshooters Purchase Agmt Extract re TM Transfer#page2.tif
source=Sharpshooters Purchase Agmt Extract re TM Transfer#page3.tif
source=Sharpshooters Purchase Agmt Extract re TM Transfer#page4.tif
source=Sharpshooters Purchase Agmt Extract re TM Transfer#page5.tif
source=Sharpshooters Purchase Agmt Extract re TM Transfer#page6.tif
source=Sharpshooters Purchase Agmt Extract re TM Transfer#page7.tif
source=Sharpshooters Purchase Agmt Extract re TM Transfer#page8.tif
source=Sharpshooters Purchase Agmt Extract re TM Transfer#page9.tif
source=Sharpshooters Purchase Agmt Extract re TM Transfer#page10.tif

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of May 3, 2000, by and among Corbis Corporation, a Washington corporation (the "Buyer"), Sharpshooters, Inc., a Florida corporation ("Seller"), Susan Turnau and Jeffrey Turnau, individuals (collectively, the "Shareholders"). The Buyer and the Seller are referred to collectively herein as the "Parties."

WHEREAS, Seller is in the business of licensing photographs and film footage;

WHEREAS, Buyer is in the business of licensing, buying and selling photographs and other graphic art and images; and

WHEREAS, Seller desires to sell and assign to Buyer, and Buyer desires to purchase from Seller, on the terms and subject to the conditions set forth in this Agreement, the assets of Seller identified in Article I of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements and the conditions set forth in this Agreement, Buyer and Seller hereby agree as follows:

ARTICLE I

TRANSFER OF ASSETS

1.01 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, and subject to Section 1.03, Seller shall, at the Closing (as defined in Section 3.01 hereof), sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest, as of the Closing Date (as defined in Section 3.01 hereof), in and to all of the assets of Seller used by Seller in its business (the "Business") (collectively, the "Assets" as defined in Section 4.12(b)) identified below:

(a) All real property, leaseholds and subleaseholds therein, improvements, fixtures, and fittings thereon, and easements, rights-of-way, and other appurtenants thereto;

(b) All tangible personal property;

(c) All Images (as hereinafter defined), including copyrights and without limitation all oral or written licenses, sublicenses, options, grants, distribution rights, rights to use, intellectual property rights or other rights granted to Seller and obtained and currently owned by Seller, including any such rights of Seller with respect to Images that are either (i) owned by the photographers represented by Seller as of the date of this Agreement and/or on the Closing Date (the "Photographers") and that are the subject matter of such representation, whether or not copies of such items are inventoried, archived, displayed or located in Seller's offices (collectively, all such rights of Seller are hereinafter referred to as the "Licenses"); it being understood and agreed that the Seller does not have any owned Images. "Images" means a photographic or moving footage images in any form or media, along with all right, title and

TRADEMARK

REEL: 003181 FRAME: 0975

interest of Seller therein, including, without limitation, any and all worldwide copyright and other intellectual property interest;

(d) All intellectual property rights, including trademarks and the goodwill associated therewith, owned by Seller and used in Business, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;

(e) All rights under the Licenses and Images, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions; provided, however, that Seller and Buyer acknowledge that Seller holds, and is transferring to Buyer, only specific licensed or other rights to the copyrights to the Licensed Images and that title to or ownership of such copyrights is not included in the definition of "Assets";

(f) All existing oral or written Photographer representation, distributor, sub-agent and other agreements, contracts (including, without limitation, the balance remaining due on the catalog nine printing contract as set forth in the Seller's Financial Statements (as hereinafter defined)), leases, installment loan agreements with respect to equipment, together with security interests related thereto, and other similar arrangements relating to the Business to which the Seller is a party or to which any of the Assets is subject, whether fully performed or wholly or partially executory on the Closing Date (collectively, together with the Licenses, the "Contracts");

(g) All accounts, notes, and other receivables;

(h) All claims, security deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment;

(i) All transferable franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies;

(j) All books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials; and

(k) All other assets used in the Business and not specifically excluded under Section 1.03.

1.02 Assumed Liabilities. On and after the Closing Date, Buyer shall assume, pay, perform in accordance with their respective terms or otherwise satisfy, Seller's obligations under the Contracts that are assigned to Buyer pursuant to Section 1.01 and Seller's obligations in connection with the accounts payable of Seller as of the Closing Date, other than any obligations of Seller for payment of any past due amounts, defaults or penalties due and payable as of the Closing Date, which amounts shall remain the obligation of Seller. Accounts payable includes accounts and trade payables, catalogs payable, missing Photographer royalties, accrued employee

notice to any court or other governmental body, under the provisions of the Articles of Incorporation or Bylaws of Seller or any indenture, mortgage, lease, loan agreement or other agreement or instrument material to the Business of Seller and by which Seller or the Assets are bound or affected (other than consents required under Section 8.01(c) hereof, which Seller undertakes to use its reasonable best efforts to obtain prior to the Closing Date, if a condition to Closing, or to obtain following the Closing as provided in Sections 7.05 and 7.06 of this Agreement, and other than any obligation or liability which is not being assumed by Buyer hereunder and as to which the Assets are not bound or affected), or any law, statute, rule or regulation or order, judgment or decree to which Seller or the Assets, except with respect to any of the foregoing, where such conflict, breach, default, violation, result, notice or other action would not have a material adverse effect on the Business, Assets, or financial condition, results of operations or prospects of Seller, or the consummation of the transactions contemplated hereby (a "Material Adverse Effect"). No consent, approval or authorization of any governmental or regulatory authority is required to be obtained by Seller in connection with its execution, delivery and performance of this Agreement.

4.05 Non-Contravention. The execution, delivery and performance by Seller of this Agreement and the assignment and assumption agreement, Bill of Sale and such other agreements or instruments of transfer contemplated hereunder (the "Seller's Related Agreements") do not and will not (i) contravene or conflict with the Articles of Incorporation or Bylaws of Seller; (ii) contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to Seller or any of its assets; (iii) except as set forth on Section 4.04 of the Disclosure Schedule, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of Seller or to a loss of any material benefit to which Seller is entitled under any provision of any Contract, or other agreement, contract or other instrument binding upon Seller or to which Seller is a party by which Seller or any of the Assets are or may be bound, or constitute a default (or an event which, with the lapse of time or the giving of notice, or both, would constitute a default) thereunder (other than consents required under Section 8.01(c) hereof and any obligation or liability which is not being assumed by Buyer and as to which the Assets are not bound or affected), or violate any license, franchise, permit or other similar authorization held by Seller, which default, termination, cancellation, acceleration, loss or violation would have a Material Adverse Effect; (iv) result in the creation or imposition of any lien, security interest, charge or encumbrance of any nature on any of the Assets; or (v) except as set forth on Section 4.04 of the Disclosure Schedule, give to others any interest or rights, including rights of termination, acceleration or cancellation, in or respect to any item of the Assets.

4.06 Title to and Condition of Assets. Except as set forth in Section 4.06 of the Disclosure Schedule, Seller has and does hereby convey to Buyer good and marketable title in and to the Assets (whether personal, tangible or intangible), free and clear of any liens, charges, assessments, taxes, mortgages, pledges, conditional sales agreements, security agreements or encumbrances of any nature. All equipment, whether leased or owned, is in good operating condition and state of repair, normal wear and tear excepted, has been maintained generally in a manner comparable to standards generally followed in the industry and is suitable for its present uses.

(vi) Except as set forth on Section 4.12(a)(vi) of the Disclosure Schedule, with respect to each license, power or other Contract by which the Seller has obtained the right to Exploit Images or has assumed any obligation for the storage and handling of Images:

(A) Such license, power or Contract is legal, valid, binding and enforceable and in full force and effect (in the case of oral contracts, only to the extent permitted under the laws of the applicable jurisdiction) and, to the extent in writing, represents the entire agreement between the parties thereto with respect to the subject matter of such license, power or Contract;

(B) Except as set forth on Section 4.04 of the Disclosure Schedule, the consummation of the transactions contemplated by this Agreement will not cause such license, power or Contract to cease to be legal, valid, binding and enforceable and in full force and effect on terms substantially identical to those currently in effect nor will the consummation of the transactions contemplated by this Agreement constitute a breach or default under such license, power or Contract, or otherwise give any party thereto a right to terminate or materially modify such license, power or Contract, it being understood that most of the Contracts relating thereto are terminable at will or are terminable upon prior notice;

(C) the Seller is not in breach or default in any material respect of any material license, power or Contract and, to the Knowledge of the Seller's officers, no event has occurred that, with notice or lapse of time, would constitute such a material breach or default or permit termination, material modification or acceleration under any such material license, power or Contract except where such breach or default would not have a Material Adverse Effect; and

(D) Such licenses, powers or Contracts represent all of the licenses, powers or Contracts that are necessary for the continued Exploitation by the Seller of the Licensed Images in connection with the operation of the Business as currently conducted.

(vii) To the knowledge of Seller's officers, the rights of the source(s) of each of the Images in or to such Images, have not been adjudged invalid or unenforceable as a whole or in part and, with respect to all Images that are not in public domain as a result of operation of law, to the knowledge of Seller's officers, such rights of Seller are valid and enforceable.

(viii) No person is engaging in any activity that infringes upon the rights of the Seller in the Images where such infringement would be adverse to the operation of the Seller's business to a material extent.

(b) Intellectual Property Assets. The term "Intellectual Property Assets" includes:

(i) The name Sharpshooters, Inc., all fictional business names, trading names, registered and unregistered trademarks, service marks and applications and registered domestic and foreign internet domain names (collectively, the "Marks");

(ii) All patents, patent applications (including all provisionals, divisions, and continuations in part), and inventions and discoveries that may be patentable (collectively, the "Patents");

(iii) All worldwide copyrights, registered or unregistered, in both published works and unpublished works along with all right of publication for unpublished works (collectively, the "Copyrights");

(iv) All know-how, trade secrets, confidential information, customer lists, software, technical information, data, process technology, plans, drawings and blue prints which are material to the Business (collectively, the "Trade Secrets"); owned or used by Seller or licensed by Seller as licensee or licensor.

(c) Agreements. Sections 4.06(B) and 4.12(f) of the Disclosure Schedule contain complete and accurate lists and summary descriptions, including any royalties paid or received by the Seller, of all Contracts relating to the Intellectual Property Assets to which Seller is a party or by which any Seller is bound, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available software programs with a value of less than \$5,000 under which Seller is the licensee. There are no outstanding and, to the Knowledge of Seller's officers, no threatened disputes or disagreements with respect to any such agreement.

(d) Know-How Necessary for the Business. The Intellectual Property Assets are all those necessary for the operation of the Seller's businesses as such businesses are currently conducted. Seller is the owner of all right, title and interest in and to each of the Intellectual Property Assets, free and clear of all liens, security interests, charges, encumbrances, equities and other adverse claims, and has the right to use without payment to a third party all of the Intellectual Property Assets. No former or current employees of Seller have executed written contracts with Seller that assign to the Seller all rights to any inventions, improvements, discoveries or information relating to the Seller's business. No employee of Seller has entered into any Contract that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee to transfer, assign or disclose information concerning his work to anyone other than the Seller.

(e) Patents. There are no patents. To the Knowledge of Seller's officers, no product manufactured and sold, and no process or know-how used, by Seller infringes or is alleged to infringe any patent or other proprietary right of any other Person.

(f) Trademarks. Section 4.12(f) of the Disclosure Schedule contains a complete and accurate list and summary description of all Marks. The Seller is the owner of all right, title and interest in and to each of the Marks, free and clear of all liens, security interests, charges, encumbrances, equities and other adverse claims. All Marks that have been registered with the United States Patent and Trademark Office are currently in compliance with all formal

hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

11.07 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.08 Complete Agreement. This Agreement, together with the Disclosure Schedule, the Exhibits and other Schedule hereto, contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way (including, without limitation, that certain letter dated March 24, 2000 between the Parties). Notwithstanding the foregoing, the Confidentiality Agreement is a separate agreement between the Parties, and nothing herein shall supersede or impair the Parties' respective rights, remedies and obligations under the Confidentiality Agreement; such Confidentiality Agreement shall survive any termination of this Agreement.

11.09 Counterparts. This Agreement may be executed in one or more counterparts or counterpart signature pages, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument

11.10 Governing Law. The internal law, without regard to conflicts of laws principles, of the State of Washington will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

11.11 Arbitration and Arbitration Procedure. Any controversy or dispute arising out of or relating to this Agreement or its construction and interpretation shall, upon request of either Buyer or Seller, be presented for arbitration in accordance with the provisions of this Section 11.11.

(a) Any dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement or the transactions contemplated hereunder, or the breach, violation, termination or validity thereof, shall be finally settled by arbitration. The arbitration shall be conducted in accordance with the applicable rules of the Florida Arbitration Code in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The seat of the arbitration shall be Miami, Florida.

(b) The arbitration shall be conducted by one arbitrator. The parties agree to seek to reach an agreement on the identity of the sole arbitrator within fourteen (14) days after the initiation of arbitration. If the parties are unable to reach agreement on the sole arbitrator, then each Party will pick an arbitrator (who shall be unaffiliated with such party) within seven (7) days thereafter and so notify the other Party in writing, and such two arbitrators will choose within seven (7) days thereafter a third arbitrator who will be the sole arbitrator of the dispute.

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

Corbis Corporation

By Bert Suggs
Its VP & GENERAL COUNSEL

Sharpshooters, Inc.

By _____
Its Chief Executive Officer

Shareholders

Susan Turnau

Jeffrey Turnau

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

Corbis Corporation

By _____
Its _____

Sharpshooters, Inc.

By *Susan Turnau*
Its Chief Executive Officer

Shareholders

Susan Turnau
Susan Turnau

Jeffrey Turnau
Jeffrey Turnau

SCHEDULE 4.12 (f)

We are currently awaiting the receipt of our service mark. This has been applied for, but not yet received. Should be obtained within the next 6 months. The application serial numbers are as follows:

75/364,111
75/364,150
75/364,130
75/364,131

When we first applied for the service mark, there was an opposition filed by a company named Sharp Shooter Corporation. This company is engaged in taking photographs of vacationing skiers at ski resorts. A settlement agreement, dated 06/09/99, was reached allowing Sharpshooters, Inc. to obtain the service mark in the business-to-business sector and for Sharp Shooter Corporation to have a service mark in the consumer vacation photo service sector.

A copy of this settlement has been forwarded to Corbis.

Please note: Pages 3-7, 9-11, 14-30 and 32 are not included in this extract as they are not relevant to the transfer of trademarks from Sharpshooters, Inc. to Corbis Corporation.