

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
Dana A. Neal	FORMERLY 2go, Inc.	12/03/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	VideoPlus, Inc.		
Street Address:	200 Swisher Rd.		
City:	Lake Dallas		
State/Country:	TEXAS		
Postal Code:	75056		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75755289	2GO	
Registration Number:	2871936	2GO	
CORRESPONDENCE DATA			
Fax Number:	(940)497-9914		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	spjplus@yahoo.com		
Correspondent Name:	Stuart Johnson		
Address Line 1:	200 Swisher Rd.		
Address Line 4:	Lake Dallas, TEXAS 75065		
NAME OF SUBMITTER:	Dana Neal		
Signature:	/daneal/		
Date:	12/06/2005		

OP \$65.00 75755289

Total Attachments: 2
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SALE AGREEMENT

This agreement is made this 2nd day of December, 2005 by and between Dana A. Neal (forthwith known as "Seller") of PO Box 8094, Bend, OR 97708 and VideoPlus, Inc. (forthwith known as "Buyer") of Lake Dallas, TX. Both Seller and Buyer here and after, together, shall be referred to as the "Parties".

Whereas Seller is in possession of and desires the sale of the domain names 2go.com, music2go.com, video2go.com, books2go.com, and games2go.com; and Seller is in possession of and desires the sale of the federal trademark "2GO," serial number 75753289, registration number 2871936 (hereafter referred to as "Property") and Buyer desires to purchase Property;

Whereas both parties wish to transfer all rights and all business interests in Property;

Now, therefore, in consideration of mutual promises contained herein and other valuable consideration, the parties hereby understand and agree as follows:

1. Buyer shall provide the Seller with \$30,000 for Property, which represents the total sale price. \$30,000 shall be paid by bank wire to the bank of Seller no later than December 12, 2005; Wells Fargo, routing number 123006800, account number 8205391512.
2. Upon receiving said \$30,000, Seller will instruct godaddy.com (the current registrar) to point the domain name Property to the DNS server of Buyer's choosing. Seller will also initiate transfer ownership of the domain names Property to Buyer within 48 hours of receipt of payment. Seller will also initiate transfer of all right and title of ownership of the 2GO trademark with the US Patent and Trademark Office within 48 hours of receipt of payment, and provide a copy of the trademark transfer request to the Buyer within 10 days of initiation. Upon execution of this contract and receipt of payment, Seller relinquishes all right, title and interest to Buyer for the Property.
3. Buyer understands that once the transfer of the domain name Property is initiated with the current registrar, Seller has no control over the actions taken by the registrar. Buyer likewise understands that Seller has no control over the actions of the US Patent and Trademark Office, and Seller shall not be held liable for the actions or inactions of third parties.
4. Seller makes no claims as to the success rate of the Property, current or future sales revenue, site traffic or potential.
5. Buyer understands that hardware, software, and web site hosting are not included in the sale of Property.
6. Parties agree that they have the right and authority to execute this contract.
7. Buyer shall defend, indemnify and hold harmless Seller from and against any and all claims, causes of action, lawsuits, damages, losses, costs and expenses (including reasonable attorney's fees), judgments and liabilities made against or incurred by Buyer arising out of the acts or omissions of Seller and/or its subsidiaries, its employees, consultants, and/or sub-contractors in the performance of this Agreement. The indemnification obligation stated herein shall survive any termination or expiration of this Agreement.
8. In the event that a party shall fail to comply with or perform any condition or agreement hereof promptly at the time and manner specified herein, the defaulting party shall thereafter pay all costs and expenses, including reasonable attorneys' fees and costs, incurred by the non-defaulting party in the enforcement of said non-defaulting party's rights.
9. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed to be severed and deleted, and neither that provision, nor its severance

- and deletion, shall affect the validity of the remaining provisions.
10. This Agreement shall be executed by both parties to the agreement, and signatures shall be witnessed by a third party. A faxed copy of the executed Agreement shall be deemed an original for the purposes of the duties contained herein. However, an original shall be executed in two counterparts, each of which shall be deemed an original and which together constitute but one and the same instrument; each party shall receive a signed original.
 11. In the event of any dispute arising out of this Agreement, such dispute will be resolved in the courts of the State of Oregon and Deschutes County, or the United States District Court for the State of Oregon, which will have jurisdiction over all parties, whether foreign or domestic. Parties waive any right to object to such jurisdiction, and Oregon law will govern this Agreement without regard to conflicts of law.
 12. This Agreement contains the entire understanding and agreement of the Parties relating to the subject matter hereof. Any representation, promise or condition not explicitly set forth in this Agreement shall not be binding on either party. All additions or modifications to this Agreement must be made in writing and must be signed by both parties to be effective.

Seller:

DA Neal
 Dana A. Neal

12-03-05
 Date

[Signature]
 Witness

Buyer:

[Signature]
 Stuart Johnson
 Video Plus, Inc.

12-03-05
 Date

[Signature]
 Witness