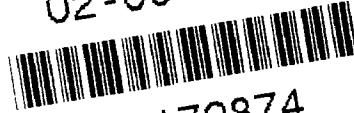


02-06-2006

JAN 25 2006

RECOR  
TRA



103172874

1-25-06

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Media 3 Publications, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Georgia
- Other \_\_\_\_\_

Citizenship (see guidelines) Georgia

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: McMurry, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1010 E. Missouri Ave.

City: Phoenix

State: Arizona

Country: USA Zip: 85014

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Arizona

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) October 15, 2005

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1907335

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Serious About Small Business

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

Name: Austin D. Potenza

Internal Address: \_\_\_\_\_

Street Address: 201 N. Central Ave.  
Suite 2210

City: Phoenix

State: Arizona Zip: 85004-0022

Phone Number: 602-252-1900

Fax Number: 602-252-1114

Email Address: apotenza@cmpbglaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date 02/05/2006 LNELLER-00000004-1907335

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

40.00 OP

9. Signature:

Signature

Date

Christopher McMurry

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of the 15th day of October, 2005 by and among Media 3 Publications, Inc., a Georgia corporation (the "Seller"), Millann Funk and Patricia Adams (collectively the "Shareholders") and McMurry, Inc., an Arizona corporation (the "Buyer").

A. The Seller is engaged in the business of creating custom publications, targeted on-line content and interactive on-line marketing programs (the "Business").

B. The Shareholders are the sole shareholders of Seller.

C. The Seller desires to sell, and the Buyer desires to purchase and acquire, the Business as a going concern, including all of the assets owned and used by the Seller in the conduct of the Business.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Seller, the Shareholders and the Buyer agree as follows:

### ARTICLE I PURCHASE AND SALE OF ASSETS

SECTION 1.01 Assets to be Sold. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as hereinafter defined) the Seller shall sell and transfer to the Buyer, free and clear of all claims, charges, liens, contracts, defects, objections, rights, options, pledges, charges, security interests, mortgages, encumbrances and restrictions whatsoever (collectively, "Claims"), all with the intention that the Business shall be transferred to the Buyer as a going concern, all of the assets which are owned by the Seller, of every type and description, real, personal and mixed, tangible and intangible, wherever located, and which are used, useful, or held for use by the Seller in the conduct of the Business (the assets being purchased by the Buyer being hereinafter referred to as the "Transferred Assets"), including, without limitation, the following (and excluding in all instances only the Excluded Assets, as hereinafter defined):

(a) Software. Any right, title and interest in and to the computer programs, computer files and databases and related documentation used by the Seller in connection with the Business, or otherwise necessary or helpful for the operation of the Business or the Transferred Assets by the Buyer in the same manner as such Business and Transferred Assets were being conducted or operated immediately prior to the Closing, including without limitation that described on Schedule 1.01(a) delivered hereunder (the "Software").

(b) Know-How/Trade Secrets. All right, title and interest in and to all information that is defined as a "trade secret" under the Uniform Trade Secrets Act, all research and development, results, processes, methods, operating techniques, formulas, devices, programs,

specifications, drawings, designs and proprietary information (the "Trade Secrets") and know-how, processes and other information and technology (the "Know-How"), and all documents, notebooks, records, reports and other media relating thereto, including without limitation that which is described on Schedule 1.01(b) delivered hereunder.

(c) Trademarks and Copyrights. All right, title and interest in and to all trademarks, trade names and service marks, and registrations and applications for such trademarks, trade names and service marks, domestic and foreign, (including, without limitation, all common law rights therein under the laws of the United States of America and other applicable domestic and foreign laws and all registrations and applications for registration of any of the foregoing under any federal, state or foreign law) used or useful in the Business (the "Trademarks") including, without limitation, the name "Media 3 Publications" and those other names or marks set forth on Schedule 1.01(c) delivered hereunder, and all right, title, and interest in and to all copyrights, and registrations and applications for such copyrights, domestic and foreign, (including, without limitation, all common law rights therein under the laws of the United States of America and other applicable domestic and foreign laws and all registrations and applications for registration of any of the foregoing under any federal, state or foreign law) used or useful in the Business (the "Copyrights"), including without limitation those that are listed on Schedule 1.01(c) together with any and all goodwill associated with such Trademarks and Copyrights.

(d) Equipment. All of the equipment, computers, machinery, tools, demonstration units, office equipment, leasehold improvements, fixtures and other tangible assets used or useful in the Business, including without limitation those that are listed on Schedule 1.01(d) delivered hereunder (collectively, the "Equipment").

(e) Certain Rights. All rights under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors in connection with products or services purchased by the Seller affecting the Transferred Assets.

(f) Contracts. All contracts, subcontracts, licenses and sublicenses, and agreements and other arrangements, proposals, bids, quotations, purchase orders and commitments, and sales orders and commitments, including joint venture, teaming and partnership agreements, and leases of personal property, as specifically identified on Schedule 1.01(f) delivered hereunder (collectively, the "Contracts").

(g) Causes of Action. All causes of action, claims or rights of action against third parties arising from or based on the infringement, misappropriation, misuse or unauthorized use of the Know-How, the Trade Secrets, the Trademarks or the Copyrights or the breach of the Contracts.

(h) Editorial Inventory. All of the Seller's rights, title and interest in, and (to the extent existing in the Seller's files or otherwise available to the Seller) all physical manifestations of, (i) all stories, articles, photographs, plans, layouts, designs, art work, research, advertising and other materials used in, or directly relating to all publications, newsletters, on-line

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

SELLER:  
MEDIA 3 PUBLICATIONS, INC.

By: Millann Funk  
Its President

BUYER:  
MCMURRY, INC.

By: [Signature]  
Name: Audra Taylor  
Title: Chief Financial Officer

SHAREHOLDERS:

Millann Funk  
Millann Funk

Patricia Adams  
Patricia Adams

**SCHEDULE 1.01(c)**

**TRADEMARKS/COPYRIGHTS**

**Trademarks.**

Word Mark SERIOUS ABOUT SMALL BUSINESS

Goods and Services IC 016. US 038. G & S: newspapers prepared for others featuring articles, information and advertising related to small business.

Serial Number 74549932

Filing Date July 15, 1994

Registration Number 1907335

Registration Date July 25, 1995

Owner (REGISTRANT) Media 3 Publications, Inc.

**Copyrights.**

No copyrights have been filed with the United States Copyright Office.