

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
Internet Pictures Corporation		01/11/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AdMission Corporation		
Street Address:	3160 Crow Canyon Road		
Internal Address:	Fourth Floor		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76580369	ADMISSION	
CORRESPONDENCE DATA			
Fax Number:	(614)464-1737		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-559-7233		
Email:	nhudson@fbtlaw.com		
Correspondent Name:	Nicolette R. Hudson		
Address Line 1:	201 E. Fifth Street		
Address Line 2:	2200 PNC Center		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	0531989 NRH		
NAME OF SUBMITTER:	Nicolette R. Hudson		
Signature:	/nicolette r hudson/		

OP \$40.00 76580369

Date:

06/05/2006

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is entered into as of the effective date set forth below by and between (i) AdMission, Inc., a Delaware corporation (the “Buyer”) and (ii) IPIX Corporation, a Delaware corporation (the “Seller”). The Buyer and the Seller are referred to herein individually as a “Party” and collectively as the “Parties.” The capitalized terms used herein and not otherwise defined have the meanings given to such terms as set forth in Appendix A hereto.

WHEREAS, the Seller, through its three business units, IPIX Security, IPIX AdMission and IPIX InfoMedia, provides solutions for the creation, processing and management of media, including still images, Full-360 degree immersive images and video;

WHEREAS, the AdMission division of the Seller currently offers services that visually enhance advertisements for directional advertising publishers and other media sharing applications (the “AdMission Business”);

WHEREAS, the Buyer desires to purchase, and the Seller desires to sell, on the terms and conditions set forth herein, the assets and contracts constituting the AdMission Business in exchange for the consideration described below;

WHEREAS, the Seller desires to retain and continue to operate its IPIX Security and IPIX InfoMedia divisions;

WHEREAS, the Buyer will provide the Seller with a license to certain patent rights included in the AdMission Business which are required to continue to operate and develop the IPIX Security and IPIX InfoMedia business units; and

WHEREAS, the respective Board of Directors of each of the Seller and the Buyer has approved this transaction;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF PURCHASED ASSETS

1.1. Purchased Assets. On the terms and subject to the conditions of this Agreement, the Seller hereby agrees to sell, convey, assign, transfer and deliver to the Buyer and the Buyer hereby agrees to purchase, accept and take from the Seller, all of the Seller’s right, title and interest in the following (the “Purchased Assets”):

(a) The following items (the “AdMission Products”):

(i) the trademarks, trade names, service marks, domain names and business brands set forth on Schedule 1.1(a)(i) and the goodwill associated therewith;

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be signed by its officer thereunto duly authorized as of the effective date set forth below.

BUYER:

ADMISSION, INC.

By:  _____

Name: PETER F. YOPAK

Title: TREASURER

SELLER:

IPIX CORPORATION

By: _____

Name: David Wilds

Title: Director

Effective Date: _____

[Signatures Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be signed by its officer thereunto duly authorized as of the effective date set forth below.

BUYER:

ADMISSION, INC.

By: _____

Name:

Title:

SELLER:

IPDX CORPORATION

By: 

Name: David Wilds

Title: Director

Effective Date: January 11, 2005

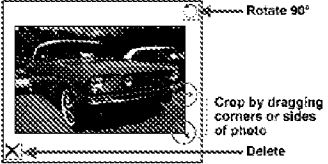




[Signatures Page to Asset Purchase Agreement]

Schedule 1.1(a)(i) – Asset Purchase Agreement

Trademarks, Trade Names, Service Marks and Business Brands

Marks and brands used by the IPIX AdMission business unit include: four categories: logos, word marks, slogans and web domains and are as follows:

Logos

Logo	Trademark Symbol	Logo Name
		Image Submission Tools Instructions
	TM	Business Unit Logo
	TM	Business Unit Logo with Tagline
	TM	AdMission Technology “Bug”
	TM	AdMission Enhanced Logo

Word Marks

Word Mark	Trademark Symbol
PIXcast (old)	TM
Rimfire (old)	®
AdMission	TM- Registration pending

Slogans

Slogan	Trademark Symbol
Want to See More?	TM

Web Domains

Domain Name
ADMISSION.NET
ADMISSIONCORP.COM

Domain Name
ADMISSIONADS.COM
ADMISSIONAD.COM
RIMFIREMEDIA.COM
RIMFIREMEDIA.NET
PIXWORKS.COM
RIMFIRE.BIZ
RIMFIREMEDIA.BIZ
PBAY.COM
PICTUREBAY.COM
PICBAY.COM
PICSBAY.COM
IPICSAD.COM
IPICSAD.NET
IPICSAD.ORG
IPICSADS.COM
IPICSADS.NET
IPICSADS.ORG
IPIXAD.COM
IPIXAD.NET
IPIXAD.ORG
IPIXADS.COM
IPIXADS.NET
IPIXADS.ORG
IPIXRIMFIRE.COM
IPIXRIMFIRE.NET
IPIXRIMFIRE.ORG

Pending Trademark Registrations

#	Country	Serial No.	Class	Mark	Filing Date
1	European Community	4017307	9, 41, 42	ADMISSION	09/09/04
2	United States	76/580,369	42	ADMISSION	03/10/04

Trademark Registrations

#	Country	Registration	Class	Mark	Issue Date
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#	Country	Registration	Class	Mark	Issue Date
1	Australia	819771	39, 42	RIMFIRE*	10/06/00
2	Canada	588,362		RIMFIRE*	08/27/03
3	China	1639826	42	RIMFIRE*	09/21/01
4	European Community	1459411	9, 16, 38, 42	RIMFIRE*	06/25/02
5	Japan	4532811	42	RIMFIRE*	12/28/01
6	Korea	70655	42	RIMFIRE*	10/08/01
7	New Zealand	606461	42	RIMFIRE*	11/09/00
8	Taiwan	134001	42	RIMFIRE*	12/01/00
9	United States	2,465,034	39, 42	RIMFIRE*	07/03/01

* Ceased maintaining