

08-08-2006



RECORD

TRADEMARK 103288197

8/4/06

2006 AUG -4 PM 12:14

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):

Red Spring Communications, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Virginia
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 31, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: McMurry, Inc.

Internal Address:

Street Address: 1010 East Missouri Ave.

City: Phoenix

State: Arizona

Country: USA Zip: 85014

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

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

A. Trademark Application No.(s)

78/789,992 78/796,826

B. Trademark Registration No.(s)

2,471,895 2,243,715 2,215,486

Additional sheet(s) attached? Yes No

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

your best SmartMoves
Redspring WiseMoves HealthyMoves

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

Name: Austin D. Potenza II

Internal Address: Suite 2210

Street Address: 201 N. Central Avenue

City: Phoenix

State: Arizona Zip: 85004

Phone Number: 602-252-6555

Fax Number: 602-252-1114

Email Address: apotenza@cmphglaw.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 _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

BYRNE - 00000041 20789992

Signature

July 25, 2006

Date

Chris McMurry

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/08/2006
01 FC:8521
02 FC:8522

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of the 31st day of May, 2006 (the "Execution Date") by and among Redspring Communications, Inc., a Virginia corporation authorized to do business in the State of New York (the "Seller"), James A. Hill, a married man ("Hill") and McMurry, Inc., an Arizona corporation (the "Buyer").

RECITALS:

- A. The Seller is engaged in the business of creating custom publications.
- B. Hill is the sole shareholder of Seller.
- C. The Seller desires to sell, and the Buyer desires to purchase and acquire, all of the assets owned and used by the Seller in the conduct of Seller's custom publishing business (the "Business").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Seller, Hill 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 "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, Tradenames 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 "Redspring" 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, 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.

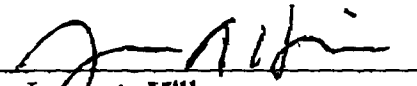
(f) Contracts. All rights of Seller in and to all contracts, subcontracts, licenses and sublicenses, agreements and other arrangements, proposals, bids, quotations, purchase orders and commitments, sales orders and commitments, and all leases of personal property, but in each case, limited to those to be assumed by Buyer and specifically identified on Schedule 2.18 delivered hereunder (collectively, the "Contracts").

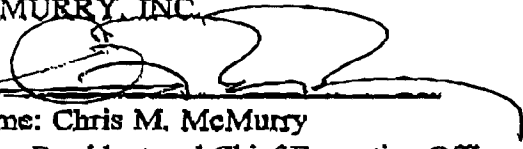
(g) Causes of Action. All causes of action, claims or rights of action against third parties arising from or based on the infringement, misappropriation, misuse or unauthorized use of the Know-How, the Trade Secrets, the Trademarks or the Copyrights or the breach of the Contracts.


(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-

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

SELLER:
REDSRING COMMUNICATIONS, INC.

By: 
Name: James A. Hill
Its: President

BUYER:
McMURRY, INC.
By: 
Name: Chris M. McMurry
Title: President and Chief Executive Officer

HILL:

James A. Hill

Schedule 1.01(c): Trademarks and Copyrights**Live Marks:**

Mark	Type	No.
Redspring®	Service mark	2,471,895
WiseMoves®	Trademark	2,243,715
HealthyMoves®	Trademark	2,215,486

Pending Marks:

Mark	Type	Status	Filing Date
Your Best™	Trademark	Intent to Use	1/12/06
SmartMoves™	Trademark	TM app submitted	1/23/06. Mark has been in use since January 1997. Originally filed for TM in 1997 and abandoned. Resubmitted in 2006 when previous mark was abandoned by owner.

Commonlaw Marks

Mark	Type	First Use
Full Circle Thinking™	Trademark	10/05
MaP™ System	Trademark	1/06
Intellect Connect™	Trademark	10/05
Building Rewarding Relationships™	Trademark	10/05

Abandoned Applications

Mark	Serial No.	Filing Date	App Type
Alive and Well	Trademark	6-5-98	Intent to use
HealthFax	Trademark	1-6-95	Trademark