

08-14-2006

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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

8-11-06

1. Name of conveying party(ies):

Alivio Holdings, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company (LLC)
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

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: Bills.com, LLC

Internal

Address: _____

Street Address: 4545 South Wendler Drive, Suite 105

City: Tempe

State: Arizona

Country: U.S.A Zip: 85252

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

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) August 1, 2006

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

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)

2568868

Additional sheet(s) attached? Yes No

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

Bills.com

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

Name: Theodore Wang

Internal Address: _____

c/o White & Lee, LLP

Street Address: 545 Middlefield Road, Suite 250

City: Mountain View

State: CA Zip: 94025

Phone Number: 650-470-4000

Fax Number: 650-470-4099

Email Address: twang@whiteandlee.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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: [Signature]

Signature

August 7, 2006
Date

08/11/2006 BYRNE 00000108 2568868

01 FC:0521
02 FC:0522

40.00 DP
25.00 DP

Willie D. Brown, Jr.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

Recordation Form Cover Sheet (Additional Sheet)

Date: August 7, 2006

Conveying Party: Alivio Holdings, LLC

Receiving Party: Bills.com, LLC

Item 4

Item 4B- Registration #

Item 4C- Description

2555338

Bills.com

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") as of August 1, 2006 among Bills.com, LLC ("Buyer"), a Delaware limited liability company, having its principal office at 4545 South Wendler Drive, Suite 105, Tempe, AZ 85252, and Alivio Holdings, LLC, ("Seller") a Delaware limited liability company having its principal office at 1875 S. Grant Street, #400, San Mateo, California 94402.

RECITALS

WHEREAS, Seller markets and provides consumer debt relief services (the "Seller's Business");

WHEREAS, Buyer desires to purchase certain assets relating to the Seller's Business, and to assume only certain limited listed liabilities relating to the Seller's Business, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, Buyer and Seller agree as follows:

1. PURCHASE AND SALE OF CERTAIN ASSETS.

1.1. Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing referred to in Section 4.1 hereof, Seller shall sell, assign, transfer and deliver to Buyer and Buyer shall purchase, acquire and accept assignment and delivery of the following (the "Acquired Assets"):

(b) all of the property (tangible and intangible, including intellectual property), assets, and other items listed on Schedule 1.1 attached hereto, as well as all Seller's rights and benefits (but not obligations or liabilities) under the contracts, licenses and agreements listed thereon;

(c) any and all claims, causes of action, rights and remedies of Seller in respect of any of the Acquired Assets or Assumed Liabilities (as defined below), whether they relate to acts, omissions, events, circumstances, facts, states of affairs or periods of time prior to the Closing (collectively, "Pre-Transfer Circumstances") or after the Closing (collectively, "Post-Transfer Circumstances"); and

(d) with respect to the Acquired Assets, the rights and benefits of Seller under all agreements on ideas, inventions and confidential information, executed between the Seller and any person, pertaining to or covering the Acquired Assets, whether relating to Pre-Transfer Circumstances or Post-Transfer Circumstances.

470-4099

ATTN:
Willy

1.2. Excluded Assets. Notwithstanding the foregoing, Seller is not selling, and Buyer is not purchasing, and the term “Acquired Assets” shall not include the following (the “Excluded Assets”):

- (a) any and all accounts receivable of Seller,
- (b) any cash or cash equivalents of Seller, or
- (c) any other assets of Seller not specifically set forth on Schedule 1.1.

Seller shall retain ownership of the Excluded Assets, shall be entitled to exercise all rights (including, without limitation, rights of collection) and to assert and prosecute all claims with respect to the Excluded Assets, and shall be entitled to any and all proceeds of the foregoing.

2. ASSUMPTION OF CERTAIN LIABILITIES.

2.1. Assumed Liabilities. At the Closing and subject to indemnification, Buyer shall assume, undertake and be solely responsible for, and agree to pay, perform, fulfill and discharge only those obligations and liabilities, if any, expressly and specifically listed on Schedule 2.1 arising under the Acquired Intellectual Property and the Specified Acquired Assets, but only to the extent they arise solely and directly out of Post-Transfer Circumstances (the “Assumed Liabilities”).

2.2. Excluded Liabilities. Anything in this Agreement to the contrary notwithstanding, Buyer shall not assume, and Buyer shall not be deemed to have assumed nor agreed to pay, perform, fulfill or discharge, any contract or agreement (whether written or oral), liability or other obligation not explicitly meeting all the criteria set forth in Section 2.1 hereof (with all such unassumed liabilities and obligations referred to herein as the “Excluded Liabilities”).

3. PURCHASE PRICE.

3.1. Purchase Price. In consideration for and as a condition to the sale by Seller to Buyer of the Acquired Assets, at the Closing, Buyer shall pay to Seller in exchange for an aggregate of Nine Hundred Fifty Thousand Dollars (\$950,000)(the “Consideration”) The Consideration shall be paid by a note for Nine Hundred Fifty Thousand Dollars (\$950,000) in the form attached hereto as Exhibit A (the “Note”).

4. CLOSING.

4.1. Time and Place. The closing of the transactions contemplated by this Agreement (the “Closing”) will take place upon the execution and delivery of this Agreement on the date hereof (the “Closing Date”).

4.2. Transactions at Closing. At the Closing:

(a) Seller shall duly execute and deliver to Buyer the agreements, documents, instruments, in order to transfer the Acquired Assets and Assumed Liabilities to Buyer (referred to herein collectively as the "Transaction Documents").

(b) Buyer shall deliver the Note to Seller.

(c) All of the actions referred to in this Section 4.2 shall be deemed to occur and become effective simultaneously with the execution and delivery of this Agreement, and neither this Agreement nor any of the Transaction Documents shall be deemed to be executed and delivered until all of such agreements, documents, instruments shall have been executed and delivered or waived in writing by both parties.

5. RESERVED.

6. RESERVED

7. DEFINITIONS. As used herein the following terms not otherwise defined have the following respective meanings:

"Person" or "person": A corporation, an association, a partnership, a limited liability company, an organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

8. GENERAL.

8.1. Expenses.. All other fees and expenses incurred in connection with the negotiation, execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, shall be borne separately by each party hereto.

8.2. Notices. All notices, demands and other communications hereunder shall be in writing or by facsimile transmission, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier, or sent by facsimile transmission, as follows:

if to Buyer:

Bills.com, LLC
4545 South Wendler, Suite 105
Tempe, AZ 85252
Facsimile: (650) 332-1515
Attention: Andrew D. Housser

with a copy to:

White & Lee, LLP
545 Middlefield Road, Suite 250
Menlo Park, CA 94025
Facsimile No.: (650) 470-4099
Attention: Theodore G. Wang, Esq.

if to Seller:

Alivio Holdings, LLC
1875 South Grant Street, Suite 400
San Mateo, CA, USA 94402
Facsimile: 650-332-1515
Attention: Andrew D. Housser

Any such notice shall be effective: (a) if delivered personally, when received; (b) if sent by overnight courier, when receipted for; (c) if mailed, three (3) days after being mailed as described above; and (d) if sent by facsimile transmission, upon confirmation of successful and complete transmission. Any party may change its address from time to time by means of notice given to the other parties in the manner provided in this Section.

8.3. Entire Agreement. This Agreement, together with the Transaction Documents, and all exhibits and schedules attached hereto and thereto, contains the entire understanding of the parties, supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by all of the parties hereto or thereto.

8.4. Governing Law and Venue. The validity and construction of this Agreement and the Transaction Documents shall be governed by the internal laws (and not the conflicts of law rules) of the State of California. Each party to this Agreement hereby consents to the exclusive jurisdiction of the courts located in the State of California and waives any objection to venue laid therein.

8.5. Sections and Section Headings. The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

8.6. Severability. In the event that any covenant, condition, or other provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition or other provision contained herein.

8.7. No Implied Rights or Remedies. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give


any person, firm or corporation, other than Seller and Buyer and their respective shareholders, any rights or remedies under or by reason of this Agreement.

8.8 Counterparts; Execution and Delivery by Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and the Transaction Documents may be executed and delivered by facsimile transmission.


REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

ALIVIO HOLDINGS, LLC

By: 
Name: Andrew D. Houser
Title: Co-Chief Executive Officer

BILLS.COM, LLC

By: 
Name: Andrew Houser
Title: Co-CEO

Schedule 1.1

Acquired Assets

The Acquired Assets include the:

1. Domain Name
2. Intellectual Property Rights
3. Mark

(a) "Domain Name" shall mean the domain address www.bills.com that is registered with Network Solutions, LLC in the United States and all applicable foreign jurisdictions.

(b) "Intellectual Property Rights" shall mean any trademark, right of trademark registration or re-registration, common law trademark right and goodwill associated with the Mark and the Domain Name, whether in the United States or any foreign jurisdiction, including, but not limited to, the Mark. The Intellectual Property Rights do not include any web pages, computer software, copyrights, patent rights, trade secrets, or other assets of Seller that may be or may have been associated with the Mark or the Domain Name.

(c) "Mark" shall mean "bills.com" as a trademark for dissemination of advertising for others via an on-line electronic communications network; electronic bill presentment and payment information via a global computer information network; consulting and technical assistance in the field of designing, hosting, maintenance, operating, managing, advertising, and marketing on-line commerce web sites and all right, title and interest throughout the world in and to the Mark (including, without limitation, U.S. Trademark Registration No. 2568868 and U.S. Trademark Registration No 2555338, collectively the "Trademark Registrations"), together with the goodwill of Seller connected with and symbolized by the Mark, and together with all claims for past infringement(s) of the Mark including, without limitation, the right to sue for, collect, and recover damages and profits for the same.

WHITE & LEE LLP

Corporate, Technology and International Law

Silicon Valley Office

545 Middlefield Road, Suite 250
Menlo Park, California 94025
Telephone: 650/470-4000
Facsimile: 650/470-4099
<http://www.whiteandlee.com>

Pacific Northwest Office
805 SW Broadway, Suite 2440
Portland, Oregon 97205-3303
Telephone: 503/419-3000
Facsimile: 503/419-3001
<http://www.whiteandlee.com>

Writer's Direct Dial Number

(650) 470-4009

August 7, 2006

VIA CERTIFIED MAIL

TRK # 7006 0100 0000 0822 3359

Return Receipt Requested

Mail Stop Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

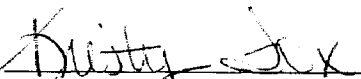
RE: REGISTRATION NUMBERS.: 2568868 and 2555338

Dear Sir or Madam:

I have enclosed one original and a copy of the Trademarks Cover Sheet and corresponding documentation for the above-referenced registration numbers, along with a check for \$65.00 to cover the filing fee. Please file the original and return a file-endorsed copy to our office in the self-addressed, stamped envelope provided for your convenience.

Should you have any questions, please do not hesitate to contact me at (650) 470-4009. Your prompt attention to this matter is appreciated.

Best Regards,
WHITE & LEE LLP

By 
Kristy Fox

Enclosures

RECORDED: 08/11/2006

TRADEMARK
REEL: 003376 FRAME: 0913