

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The University Network		06/25/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	InFocus Corporation		
Street Address:	27700B SW Parkway Avenue		
City:	Wilsonville		
State/Country:	OREGON		
Postal Code:	97070		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78496346	BE SEEN. GET HEARD.	
Serial Number:	78502150	TUN	
Serial Number:	78346468	LEADER IN CAMPUS COMMUNICATIONS	
Serial Number:	78329235	THE UNIVERSITY NETWORK	
CORRESPONDENCE DATA			
Fax Number:	(503)459-4142		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 459-4141		
Email:	baseman@ahmrt.com		
Correspondent Name:	John D. Russell		
Address Line 1:	806 SW Broadway		
Address Line 2:	Suite 600		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	IFC06213		
NAME OF SUBMITTER:	John D. Russell		

CH \$115.00 78496346

Signature:	/john d. russell/
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Date:	09/15/2006
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Total Attachments: 13
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of June 29, 2005, by and among The University Network, a Delaware corporation (the "Seller"), a Delaware limited liability company with its principal place of business at 8245 Tournament Drive Memphis, TN 38125 and InFocus Corporation, an Oregon corporation (the "Buyer") with its principal place of business at 27700B SW Parkway Avenue, Wilsonville, Oregon 97070.

RECITALS

A. Seller is engaged in the business of providing digital content and digital media to universities and other similar establishments (the "Business").

B. Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller, all of the assets, properties, rights and claims of Seller relating, subject to the Assumed Liabilities (as defined below), upon the terms and conditions of this Agreement (the "Purchase").

NOW, THEREFORE, the parties hereby agree as follows:

1. SALE OF THE ASSETS.

a. At the Closing (as defined herein) Seller will sell, transfer and assign to Buyer (the "Transfer"), and Buyer will purchase, acquire and accept from Seller, in each case free and clear of all Liens (as defined below), other than the Assumed Liabilities or Permitted Encumbrances, all of Seller's right, title and interest in and to all assets, properties, rights and claims of every kind and description, tangible or intangible, vested or unvested, contingent or otherwise of Seller which are used in connection with or otherwise relate to the Business (the "Assets"), including, without limitation:

i. all computer software, hardware and systems that are used primarily in the Business that are owned or the rights of Seller under any licenses for software licensed to or by Seller;

ii. the names "TUN", "The Leader In Campus Communication", "The University Network" and "Be Seen Get Heard" and any and all other intellectual property owned by Seller relating to the Business, including, without limitation, the copyrights, trademarks, service marks, trade names, business names, designs, or logos listed on Schedule 1 hereto;

iii. any and all Intellectual Property Rights (as defined below) owned by Seller, including but not limited to the e-mail and web-site addresses (including the Uniform

Asset Purchase Agreement TUN_InFocus p. 1

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DJ
TUN Initials

iv. "Intellectual Property Right" means any trademark service mark, trade name, invention, patent, trade secret, copyright, know-how, proprietary computer software, computer databases, Internet addresses or domain names (including any registrations or applications for registration or renewal of any of the foregoing) or any other similar type of proprietary intellectual property right, in each case which is used or held for use or otherwise necessary in connection with the conduct of the Business as it is currently being conducted;

Asset Purchase Agreement TUN_InFocus p. 3

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the 29
day of June, 2005.

THE UNIVERSITY NETWORK, LLC

InFocus Corporation

By: David Sanders

By: CKR

Name: David Sanders
Title: President

Name: Candace Petersen
Title: Sr. VP/Chief Strategic Officer

Asset Purchase Agreement TUN_InFocus p. 11

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SCHEDULE 1

INTELLECTUAL PROPERTY RIGHTS
(not an inclusive list)

Federal Trademark Registrations

TUN

Word Mark TUN
Goods and Services IC 035. US 100 101 102. G & S: Advertising services, namely promoting the services of others through dissemination of advertising via the Internet. FIRST USE: 20021201. FIRST USE IN COMMERCE: 20021201
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78502150
Filing Date October 19, 2004
Current Filing Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) The University Network, LLC LIMITED LIABILITY CORPORATION DELAWARE 3238 Players Club Circle Memphis TENNESSEE 38125
Attorney of Record Judith Rosenblum
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Asset Purchase Agreement TUN_InFocus p. 13

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LEADER IN CAMPUS
COMMUNICATIONS

Word Mark LEADER IN CAMPUS COMMUNICATIONS
Goods and Services IC 035. US 100 101 102. G & S: Advertising services, namely promoting the services of others through dissemination of advertising via the Internet. FIRST USE: 20021002. FIRST USE IN COMMERCE: 20030118
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78346468
Filing Date December 30, 2003
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition January 25, 2005
Registration Number 2941821
Registration Date April 19, 2005
Owner (REGISTRANT) The University Network, LLC CORPORATION DELAWARE 3238 Players Club Circle Memphis TENNESSEE 38125
Attorney of Record Judith Rosenblum
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CAMPUS COMMUNICATIONS" APART FROM THE MARK AS SHOWN
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Asset Purchase Agreement TUN_InFocus p. 14


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REEL: 003391 FRAME: 0560

The University Network

Word Mark THE UNIVERSITY NETWORK
Goods and Services IC 035. US 100 101 102. G & S: advertising services, namely promoting the services of others through dissemination of advertising via the Internet. FIRST USE: 20021002. FIRST USE IN COMMERCE: 20030118
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78329235
Filing Date November 17, 2003
Current Filing Basis 1A
Original Filing Basis 1A
Supplemental Register Date October 12, 2004
Registration Number 2932138
Registration Date March 8, 2005
Owner (REGISTRANT) The University Network, LLC CORPORATION DELAWARE 3238 Players Club Circle Memphis TENNESSEE 38125
Type of Mark SERVICE MARK
Register SUPPLEMENTAL
Live/Dead Indicator LIVE

Asset Purchase Agreement TUN_InFocus p. 15


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**BE SEEN. GET
HEARD.**

Word Mark BE SEEN. GET HEARD.
Goods and Services IC 041. US 100 101 107. G & S: a talent search and awards program to locate and showcase new performance and visual art talent in college campuses and through an Internet web site
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78496346
Filing Date October 7, 2004
Current Filing Basis 1B
Original Filing Basis 1B
Owner (APPLICANT) The University Network LLC CORPORATION
DELAWARE 3238 Players Club Circle Memphis TENNESSEE 38125
Attorney of Record Judith Rosenblum
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

WEB ADRESSES

theuniversitynetwork.net
66cents.com
66cents.net

advertiseonthenetwork.com
beheardbeseen.net
beseenbeheard.net

Asset Purchase Agreement TUN_InFocus p. 16


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TUN Initials

beseengetheard.com
beseengetheard.net
getheardbeseen.com
getheardbeseen.net
tunads.com
tunads.net
tunadvertising.com
tunadvertising.net
tuniaward.biz
tuniaward.cn
tuniaward.com
tuniaward.info
tuniaward.net
tuniaward.org
tuniaward.us

tuniawards.biz
tuniawards.cn
tuniawards.com
tuniawards.info
tuniawards.net
tuniawards.org
tuniawards.us
tunmedia.net
tunnetwork.biz
tunnetwork.cn
tunnetwork.com
tunnetwork.info
tunnetwork.net
tunnetwork.org
tunnetwork.us

Adam Mitchell
Creative Director

The University Network (TUN)
Leader in Campus Communications

8245 Tournament Drive, Suite 100
Memphis, TN 38125

901.748.0012 P
901.748.0027 F

Asset Purchase Agreement TUN_InFocus p. 17

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SCHEDULE 2
CONTRACTS

1. For each customer contract that is not by its language assignable, Seller shall obtain the authorization attached in Schedule 3 and such documents shall become a part of this agreement upon its execution or thereafter as assignments are obtained.
 - a. The Standard Form Revenue Sharing Agreement of Seller's by its terms states in section 12.1 through 12.3 the following:
 - i. **12.1 Assignment.** This Agreement may not be assigned by operation of law or voluntarily, in part or all, or the performance of any duties hereunder, or otherwise, except as provided in 12.2 of this Agreement. Any attempt at assignment in violation hereof shall be null and void and constitute an act of default and material breach and be subject to Section 10 of this Agreement.
 - ii. **12.2 Consent to Assignment.** Licensor will not withhold permission for Licensee's request to assign this Agreement as long as prospective assignee agrees to remain liable for performance of its duties pursuant to this Agreement, the prospective assignee has the personnel and financial capacity to perform the obligations and duties as required by this Agreement and executes an agreement to perform these obligations and duties as required by this Agreement.
 - iii. **12.3 Notice.** Licensee shall give Licensor not less than 60 days' advance written notice of any request to assign this Agreement and such notice shall contain all relevant information as required by this Section 12.
 - b. By Seller providing the documentation of Schedule 3 to each customer the Standard Form Revenue Sharing Agreement shall become assignable to Buyer per the terms of 12.2 whereby Licensee cannot withhold permission to an assignment as long as Buyer agrees to the terms of section 12.2.
2. The Buyer may by initialing here CKR waives the precondition of 1b above and allows Seller to obtain the assignments after the closing. If so, Seller shall work in good faith to obtain the assignments within ninety (90) days from the Effective Date of this Agreement. Seller shall keep Buyer fully informed of the progress of the assignments.
3. Specifically Seller shall secure written documentation from NIRSA regarding lowering the annual "minimum payment" of the NIRSA contract to \$25,000 (replacement of current \$100K minimum payment) for the current 2005 year. Any future need of amendment to the NIRSA contract, whereby a reduction of the minimum payment is required, shall be sought through the best efforts of Seller.

Asset Purchase Agreement TUN_InFocus p. 18

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The NIRSA contract 2005 minimum payment change shall be provided to Buyer as it is a condition precedent to payment to Seller.

Asset Purchase Agreement TUN_InFocus p. 19

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SCHEDULE 3

NOTICE AND REQUEST OF AUTHORITY TO ASSIGN CONTRACT

Please accept the following as notice under the terms of The Standard Form Revenue Sharing Agreement, section 12.3. As of June 30, 2005 InFocus Corporation, an Oregon corporation with its principal place of business at 27700B SW Parkway Avenue, Wilsonville, Oregon 97070 shall purchase the assets of TUN.

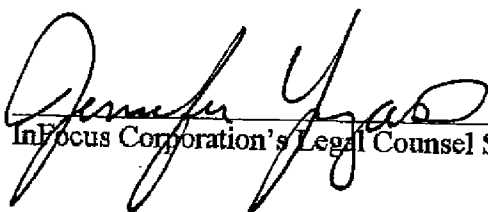
By this letter TUN and InFocus request authorization from _____
(hereinafter "Customer")
to assign The Standard Form Revenue Sharing Agreement between Customer and TUN to InFocus. Per the terms of section 12.3 InFocus makes the following representations and warrants to Customer:

By InFocus' legal counsel's signature below, InFocus hereby as the prospective assignee agrees to remain liable for performance of TUN's duties pursuant to The Standard Form Revenue Sharing Agreement between Customer and TUN. InFocus has the financial capacity to perform the obligations and duties as required by The Standard Form Revenue Sharing Agreement. By this document, InFocus agrees to perform these obligations and duties as required by The Standard Form Revenue Sharing Agreement.

By Customer's signature below the Customer agrees to the assignment of The Standard Form Revenue Sharing Agreement between Customer and TUN to InFocus.

Customer's Authorized Representative's Signature and Date

Customer's Authorized Representative's Printed Name



InFocus Corporation's Legal Counsel Signature

Asset Purchase Agreement TUN_InFocus p. 20



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EXHIBIT A

BILL OF SALE

This Bill of Sale (the "Bill of Sale") is made and executed as of the 29th day of _____, 2005 (the "Closing Date") by and between The University Network, LLC, a Delaware limited liability company (the "Seller"), and InFocus Corporation, an Oregon corporation (the "Buyer"). The terms used in this Bill of Sale, unless otherwise defined herein, shall have the respective meanings assigned to them in the Asset Purchase Agreement (as defined herein).

WITNESSETH:

WHEREAS, Buyer and Seller are parties to a certain Asset Purchase Agreement effective as of the 29 day of June, 2005 (the "Asset Purchase Agreement"), providing, inter alia, for the sale by Seller and the purchase by Buyer of the Assets.

NOW, THEREFORE, in consideration of the premises, Seller and Buyer agree as follows:

1. As of the Closing Date, Seller does hereby sell, assign, convey and transfer to Buyer the Assets free and clear of all Liens except for (i) Permitted Encumbrances, and (ii) Assumed Liabilities.

2. Notwithstanding any provision of this Bill of Sale, this Bill of Sale is not intended to create any broader obligations to Buyer or Seller than those contained in the Asset Purchase Agreement; therefore, in the event of any ambiguity or conflict between the terms hereof and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and be controlling.

IN WITNESS WHEREOF, Seller and Buyer, acting through their duly authorized managers or officers, have caused this Bill of Sale to be executed and delivered as of the date first written above.

SELLER:

THE UNIVERSITY NETWORK, LLC

By: 

David Sanders

Title: President

Asset Purchase Agreement TUN_InFocus p. 21


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BUYER:

INFOCUS CORPORATION

By: [Signature]
Name: KYLE RANSON
Its: C.E.O.

STATE OF New York
COUNTY OF Ulster

Before me, a Notary Public of the State and County, aforesaid, personally appeared David Sanders, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President of The University Network, LLC, the within named bargainor, a limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

Witness my hand and seal, at office, this 28 day of June, 2005.

[Signature]
Notary Public

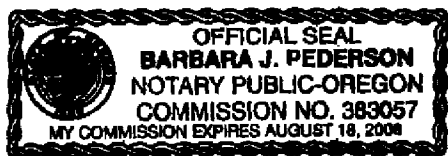
JOSEPHINE MALLARDI
Notary Public, State of New York
No. 01MA4965861
Qualified In Ulster County
Commission Expires April 30, 2006

My Commission Expires:

STATE OF Oregon
COUNTY OF Clackamas

Before me, a Notary Public of the State and County aforesaid, personally appeared Kyle Ranson, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the C.E.O. of InFocus Corporation, the within named bargainor, a corporation, and that he/she as such C.E.O., being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such entities by himself/herself as C.E.O.

Witness my hand and seal, at office, this 30th day of June, 2005.



[Signature]
NOTARY PUBLIC

My Commission Expires: 8-18-2008

Asset Purchase Agreement TUN_InFocus p. 22

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InFocus Initials

[Signature]
TUN Initials