

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
Starnet Communications, Incorporated		11/17/2004	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	BackPack Software, Inc.		
Street Address:	2402 University Avenue, Suite 700		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55114		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2424281	WINTERNET	
CORRESPONDENCE DATA			
Fax Number:	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-332-5300		
Email:	kanderson@merchantgould.com		
Correspondent Name:	Brent E. Routman		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	12375.1US01		
NAME OF SUBMITTER:	Brent E. Routman		
Signature:	/ber/		
Date:	01/11/2007		

CH \$40.00 2424281

Total Attachments: 3

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into this 17th day of November, 2004 ("Closing Date"), by and between Starnet Communications, Inc., a Minnesota corporation ("Seller"), and BackPack Software, Inc., a Minnesota corporation ("Purchaser").

WHEREAS, the Purchaser desires to purchase, and the Seller desires to sell, specific assets used in the operation of the Seller's business and to transfer certain existing customer accounts to Purchaser; and

WHEREAS, the parties hereto wish to make certain representations, covenants, and agreements in connection with the purchase of Seller's assets and business, and also to prescribe various conditions to such transaction.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assets Purchased. The Seller agrees to sell, transfer, and assign to the Purchaser and the Purchaser agrees to purchase from the Seller, on the terms and conditions set forth in this Agreement, substantially all of the Seller's existing assets and business related to its Internet Service Provider business as a going concern including the customer accounts and equipment identified on Exhibit A (the "Assets").



Exhibit A
Starnet Communication Inc./Winternet Asset list



Trademarked name Winternet.