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
Smooth Corporation		05/04/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	SONORA DESERT TRADING, INC.	
Street Address:	12815 N Cave Creek Rd	
City:	Phoenix	
State/Country:	ARIZONA	
Postal Code:	85022	
Entity Type:	CORPORATION:	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2480802	
Registration Number:	2615729	CORNERHARDWARE.COM
Registration Number:	2509139	YOUR HOME FOR HOME IMPROVEMENT
Registration Number:	2721747	CORNERHARDWARE
Registration Number:	2768331	CONTRACTORHARDWARE

CORRESPONDENCE DATA

Fax Number: (602)288-8331

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6029976106

Email: mhanna@arizonanatural.com
Correspondent Name: Sonora Desert Trading, Inc.
Address Line 1: 12815 N Cave Creek Rd
Address Line 4: Phoenix, ARIZONA 85022

NAME OF SUBMITTER: Michael Hanna

TRADEMARK REEL: 003540 FRAME: 0426

900076618

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Signature:	/Michael Hanna/	
Date:	05/10/2007	
Total Attachments: 14		
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EXHIBIT A

ASSETS

The following marks:

CONTRACTORHARDWARE
CORNERHARDWARE.COM
HOUSE DESIGN
YOUR HOME FOR HOME IMPROVEMENT

Ser. No. 75896044 Reg. No. 2721747 Reg. No. 2615729 Reg. No. 2480802 Reg. No. 2509139

The following domain names:

CONTRACTORHARDWARE.COM
CONTRACTOR-HARDWARE.COM
CONTRACTORSHARDWARE.COM
CONTRACTORSHARDWARE.COM
CONTRACTORSHARDWARE.NET
CORNERHARDWARE.COM
CORNERHARDWARE.COM
CORNERHARDWARE.NET
CORNERHARDWARE.NET
CORNERHARDWARE.GOM
GOODHARDWARE.GOM
HABITACTICS.COM
HARDWARECORNER.NET

The following other assets:

- All customer lists obtained through any of the domain names listed above; provided that Buyer and Sellers acknowledged that there is overlap between the customer lists sold to Buyer and the customer lists of Sellers and that nothing herein is intended to grant either party the exclusive right to any customer who appears on both lists.
- All text, images, data images, links or information currently included or used in the daily
 operation of any of the websites included in the Assets, or already developed for but not
 yet incorporated into the websites, but excluding: (i) any trademarks except those set forth
 above, (ii) any functionality or software code.
- All goodwill associated with any of the Assets set forth above.

IN WITNESS WHREOF, the parties have caused this Agreement to be duly executed as of the date first set forth above.

SELLERS:

SMOOTH CORPORATION

By:___

Name: Title:

PRESIDENT & CEO

CORNERHARDWARE COM, INC.

By:_

Name: STATE

Title:

BUYER:

SONORA DESERT TRADING, INC.

Name: Michael Hanne

Title: President

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requested, postage prepaid, or (ii) sent via a nationally recognized overnight carrier via overnight mail, in either case addressed to the parties as follows:

SELLER: Smooth Corporation 10620 NE 8 th Street, Suite #102 Bellevue, WA 98004 Attention: President	BUYER: Sonora Desert Trading, Inc. 12815 N. Cave Creek Rd. Phoenix, AZ 85022
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All notices and other communications shall be deemed to be given (i) three business days after the date of mailing or (ii) one business day after overnight shipping. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other parties as provided above.

- 10.3 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 10.4 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Washington. The parties consent to the exclusive jurisdiction of the State and Federal Courts located in King County, Washington. In the event an action is commenced by either party to enforce any right or obligation hereunder, the substantially prevailing or successful party shall be entitled to reasonable attorneys' fees and court/arbitration costs, including fees and costs incurred on appeal or review, or in any bankruptcy proceeding.
- 10.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

[This Space Intentionally Blank - Signature Page Follows]

- (1) Any all claims, liabilities and obligations of every kind and description, contingent or otherwise, arising out of or related to the operation of the Hardware Business on or after the Effective Time or arising out of Buyer's failure to perform obligations of Seller assumed by buyer pursuant to this agreement.
- (2) Any and all damage or deficiency resulting from any material misrepresentation, breech of warranty or covenant, or nonfulfillment of any agreement on the part of Buyer under this Agreement.

SECTION 9. CLOSING

- 9.1 TIME AND PLACE. This purchase and sale of the Assets contemplated under this Agreement (the "Closing") shall take place at the office of Cairneross & Hempelmann, P.S., 524 Second Avenue, Suite 500, Seattle, Washington 98104 on the date first set forth above (the "Closing Date") and shall be effective as of 12:01 am on the day following the Closing (the "Effective Time"). Sellers shall be responsible for, and shall be entitled to all revenues from, any and all orders originating on or prior to the Effective Time and Buyer shall be responsible for, and shall be entitled to receive all revenues from, any and all orders originating on or after the Effective Time. Customer returns shall be addressed as provided in Section 6.5 above.
- 9.2 OBLIGATIONS OF SELLERS AND SELLING SHAREHOLDER AT CLOSING. At Closing, the Sellers shall deliver to buyer the following:
- 9.2.1 Bills of sale, assignments and other instruments of transfer, and form and substance reasonably satisfactory to counsel for Buyer, necessary to transfer and convey the Assets to Buyer.
- 9.2.3 Such other certificates and documents as may be called for by the provisions of this Agreement.
- 9.3 OBLIGATIONS OF BUYER AT CLOSING. At Closing, Buyer shall delivery to Seller the following:
 - 9.3.1 A cashier's check or bank wire in the amount specified in Section 4.1.
- 9.3.2 Such other certificates and documents as may be called for by the provisions of this Agreement.

SECTION 10. MISCELLANEOUS

- 10.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.
- 10.2 Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall either (i) be mailed by certified mail, return receipt

SECTION 8. INDEMNIFICATION AND SURVIVAL

8.1 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All tepresentations and warranties made in this Agreement shall survive the closing of this Agreement, except that any party to whom a representation of warranty has been made in this Agreement shall be deemed to have waived any misrepresentation or breach of representation or warranty which such party had knowledge prior to closing. Any party learning of a misrepresentation or breach of representation or warranty under this Agreement shall immediately give notice thereof to all other parties to this Agreement. The representations and warranties in this Agreement shall terminate on December 31, 2005, and such representations or warranties shall thereafter be without force or effect, except any claim with respect to which notice has been given in writing to the party to be charged prior to such expiration date.

8.2 SELLERS INDEMNIFICATION.

- 8.2.1 The Sellers each hereby agree to indemnify and hold Buyer, and Buyer's successors and assigns harmless from and against:
- (1) Any and all claims, liabilities and obligations of every kind and description, contingent or otherwise, arising out of or related to the operation of the Hardware Business prior to the Effective Time, except for claims, liabilities and obligations of Seller expressly assumed by Buyer under this agreement or paid by insurance maintained by either Seller or Buyer.
- (2) Any and all damage or deficiency resulting from any material misrepresentation or breach of warranty or covenant, or nonfulfillment of any agreement on the part of either Seller under this Agreement.
- 8.2.2 If any claim is asserted against buyer that would give rise to a claim by Buyer against either Seller for indemnification under the provisions of this paragraph, the Buyer shall promptly give written notice to each Seller concerning such claim and Seller shall, at no expense to Buyer, have the right to defend the claim.
- 8.2.3 Buyer's sole and exclusive remedy for any breach by either Seller of this Agreement or any representation, warranty or covenant set forth herein shall be pursuant to this Section 13.2 and shall be limited to recovering from the Sellers Buyer's actual, documented and reasonable out-of-pocket monetary damages and expenses (but not indirect, consequential, punitive or other damages all of which are expressly waived) actually and directly incurred by Buyer as a result of such breach, not to exceed One Hundred and Thirty Thousand Dollars (\$130,000) in the aggregate
- 8.3 BUYERS INDEMNIFICATION. Buyer agrees to indemnify and hold harmless each Seller and their respective successors and assigns harmless from and against:



acquired by Buyer pursuant to this Agreement, and Buyer shall include similar links on all websites subsequently developed or utilized by Buyer or its affiliates during such twenty-four (24) month period. Such links shall be effected either by using a bridge page or direct links (without redirection).

- 6.3 SELLER LINKS. For twenty-four (24) months following the Effective Time, Sellers (unless otherwise requested by Buyer) shall maintain the existing links of Sellers' websites to the websites included in the Assets (as departmental links) Such links shall be effected either by using a bridge page or direct links (without redirection).
- days after the Closing Date or (ii) such time as Buyer has successfully established the websites and "back end" on a new server with a new host and the site is fully operational, Sellers agree to keep and maintain hosting of the websites included in the Assets, and to support such websites with Sellers' "Parsimony" system, including provision of reasonable technical support necessary to keep such websites operating in the same manner as prior to the Closing (provided that Buyer does not materially modify such site or shopping cart). During such period, the Sellers shall aid, with reasonable effort, the Buyer in the transfer of the websites included in the Assets to a new hosting site by providing any and all data files, images, links or information currently used in the daily operation of the website, or already developed for but not yet incorporated into the websites. The form of transfer shall be in files which include both text and non-text files.
- 6.5 CUSTOMER RETURNS. For ninety (90) days after the Effective Time, Sellers shall be responsible for, and shall indemnify and hold Buyer harmless against, all customer returns and claims which arise out of sales prior to the Effective Time. Buyer shall be responsible for, and shall hold Sellers harmless against, all customer claims and returns arising from either (i) sales after the Effective Time or (ii) any customer claims or returns which occur more than ninety (90) days after the Effective Time, regardless of when the sale took place.

SECTION 7. BUYER'S ACCEPTANCE

Buyer represents and acknowledges that it has entered into this Agreement and agreed to acquire the Assets on the basis of its own examination, personal knowledge, and opinion the value of the Assets. Buyer has not relied on any representations made by Seller other than those specified in this Agreement. Buyer further acknowledges that Seller has made no agreement or promise to repair or improve any Asset. Except as specifically set forth in this Agreement, each Seller specifically disclaims, and neither Seller nor any of their respective affiliates nor any other person has made or is making, any representation, warranty or assurance whatsoever to Buyer, and no other warranties or representations of any kind or character, either express or implied, are made by either Seller or relied upon by Buyer, including but not limited to (a) any implied or express warranty of merchantability, (b) any implied or express warranty of fitness for a particular purpose, or (c) any implied or express warranty of conformity to models or samples of materials it being the express intention of Sellers and Buyer that, except as expressly set forth in this Agreement, the Assets will be conveyed and transferred to Buyer in their present condition and state of repair, "as is" and "where is," with all faults.

proceeding, or investigation pending or threatened against Seller that might result in any material adverse change in the business or condition of the Assets being conveyed under this Agreement.

4.7 ACCURACY OF REPRESENTATIONS AND WARRANTIES. None of the representations or warranties of either Seller contains or will contain any untrue statements of a material fact or omit or will omit or misstate a material fact necessary in order to make statements in this Agreement not misleading.

SECTION 5. REPRESENTATIONS OF BUYER

Buyer represents and warrants to each Seller on the Closing Date as follows:

- 5.1 CORPORATE EXISTENCE. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Arizona. Buyer has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.
- 5.2 AUTHORIZATION. The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors and shareholders of Buyer, and this Agreement constitutes a valid and binding agreement of Buyer in accordance with its terms.
- 5.3 BROKERS AND FINDERS. Buyer has not employed any broker or finder in connection with the transactions contemplated by this Agreement and has taken no action that would give rise to a valid claim against any party for a brokerage commission, finders fee or other like payment.
- 5.4 ACCURACY OF REPRESENTATIONS AND WARRANTIES. None of the representations or warranties of Buyer contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the misstatements contained herein not misleading.
- 5.5 CHANGE OF NAME. From and after the Closing, neither Seller shall use the name "cornerhardware.com" or derivations thereof in business, and Cornerhardware.com, Inc. shall, promptly after Closing, change its corporate name.

SECTION 6. POST CLOSING COVENANTS

- 6.1 CONFIDENTIAL INFORMATION. From and after the Closing, Buyer covenants that it will not disclose any confidential information relating to either Seller or their businesses except to the extent related to the Assets purchased by Buyer.
- 6.2 BUYER LINKS. For twenty-four (24) months following the Effective Time, Buyer (unless otherwise requested by the Sellers) shall maintain the existing links to iFLOOR.com and Rugarea.com (or successors thereto) as departmental links on all websites

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URLs or domain names except those set forth on <u>Exhibit A</u>; (iv) Sellers records and books of account; and (v) any accounts receivable, contract rights, outstanding purchase orders, cash, notes receivable and prepaid accounts.

SECTION 3. PURCHASE PRICE FOR ASSETS

The purchase price for the Assets shall be ONE HUNDRED AND THIRTY THOUSAND DOLLARS (\$130,000.00), payable at Closing (as defined below). The purchase price shall be allocated to goodwill.

Buyer shall be responsible for and shall pay all sales and transfer taxes associated with the contemplated transaction

SECTION 4. SELLERS' REPRESENTATIONS AND WARRANTIES

Each Seller represents and warrant to Buyer on the Closing Date (as defined below) as follows:

- 4.1 CORPORATE EXISTENCE. Such Seller is a corporation duly organized and validly existing under the laws of the State of Washington. Such Seller has all requisite corporate of power and authority to own, operate and/or lease the assets, as the case may be, and to carry own its business as now being conducted.
- 4.2 AUTHORIZATION. The execution, delivery and performance of this Agreement have been duly authorized and approved by all requisite corporate action of each Seller, and this Agreement constitutes a valid and binding agreement of each Seller in accordance with its terms.
- 4.3 TITLE TO ASSETS. The Sellers hold good and marketable title to the assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges or encumbrances.
- 4.4 BROKERS AND FINDERS. Neither Seller has employed any broker or finder in connection with the transaction contemplated by this Agreement or taken action that would give rise to valid claims against any party for a brokerage commission, finder's fee or other like payment.
- 4.5 TRANSFER NOT SUBJECT TO ENCUMBRANCES OR THIRD PARTY APPROVAL. The execution and delivery of this Agreement by the Sellers, and the consummation of the contemplated transactions, will not result in the creation or imposition of any valid lien, charge or encumbrance on any of the Assets, and will not require the authorization, consent, or approval of any third party, including any governmental division or regulatory agency.
 - 4.6 LITIGATION. Neither Seller has any knowledge of any claim, litigation,

ASSET PURCHASE AGREEMENT

This Agreement entered into this the 4th day of May, 2005, by and among Smooth Corporation, a Washington corporation, and Cornerhardware.com, Inc., a Washington corporation (each a "Seller" and, collectively, the "Sellers"), and Sonora Desert Trading, Inc., an Arizona corporation (hereinafter "Buyer").

WHEREAS, Sellers operate, among other things, a line of business primarily engaged in the selling of hardware on the Internet through <u>www.cornerhardware.com</u> and other websites (the "Hardware Business"); and

WHEREAS, Sellers own various trademarks, website content, customer lists assets used in connection with the operations of the Hardware Business; and

WHEREAS, Buyer desires to acquire certain of the Sellers' assets relate to the Hardware Business and the Sellers desire to sell such assets to Buyer; and

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

SECTION 1. ASSETS PURCHASED; LIABILITIES ASSUMED

1.1 ASSETS PURCHASED. Sellers hereby sell to Buyer and Buyer hereby purchases from the Sellers, on the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to the assets set forth on Exhibit A (the "Assets").

1.2 ASSUMPTION OF LIABILITIES

Except as provided in Section 6.5 below, Buyer is not assuming any of either Seller's liabilities or obligations. Buyer shall not be responsible for any unfilled orders from customers of either Seller outstanding prior to the Effective Time, and Buyer does not assume responsibility of payment for other obligations of either Seller, including but not limited to, either Seller's obligations under any lease, contract or account.

SECTION 2. EXCLUDED ASSETS

Excluded from this sale and purchase are any and all rights and assets of either Seller unless expressly set forth on Exhibit A. Without limiting the foregoing, neither Seller is selling:
(i) any tangible property owned, licensed or otherwise used by either Seller; (ii) any Software owned, licensed or otherwise used by either Seller; (ii) any aspect of the Sellers' "parsimony" system, or any element thereof, including any CGI scripts or functionality used by or accessible through any website included in the Assets; (iii) any trademarks, tradenames, service marks,

(33)

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Prior U.S. Cls.: 100, 101, 102, 103, and 106

Reg. No. 2,615,72

United States Patent and Trademark Office

Registered Sep. 3, 200

SERVICE MARK PRINCIPAL REGISTER

CORNERHARDWARE.COM

CORNERHARDWARE.COM, INC. (DELAWARE CORPORATION)
801 MONTGOMERY STREET
SUITE 200
SAN FRANCISCO, CA 94133

FOR: ON-LINE RETAIL STORE SERVICES FEATURING HOME IMPROVEMENT PRODUCTS; PROVIDING INFORMATION IN THE FIELD OF HOME IMPROVEMENT GOODS AND SERVICES VIA AN ON-LINE GLOBAL COMPUTER NETWORK, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 7-13-1999; IN COMMERCE 1-1-2000.

FOR: PROVIDING INFORMATION IN THE FIELD OF HOME IMPROVEMENT, IN CLASS 2 (U.S. CLS. 100, 103 AND 106).

FIRST USE 7-13-1999; IN COMMERCE 1-1-2000.

SN 75-833,174, FILED 10-26-1999.

AISHA CLARKE, EXAMINING ATTORNEY

Prior U.S. Cls.: 100, 101, 102, 103 and 106

Reg. No. 2,509,139

United States Patent and Trademark Office

Registered Nov. 20, 200

SERVICE MARK PRINCIPAL REGISTER

YOUR HOME FOR HOME IMPROVEMENT

CORNERHARDWARE.COM, INC. (DELAWARE CORPORATION) 801 MONTGOMERY STREET SUITE 200 SAN FRANCISCO, CA 94133

FOR: ON-LINE RETAIL STORE SERVICES FEATURING HOME IMPROVEMENT PRODUCTS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-15-2000; IN COMMERCE 5-15-2000.

FOR: PROVIDING INFORMATION IN THE FIELD OF HOME IMPROVEMENT AND HOME

IMPROVEMENT GOODS AND SERVICES VIA AN ON-LINE GLOBAL COMPUTER NETWORK, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 5-15-2000; IN COMMERCE 5-15-2000.

NO CLAIM IS MADE TO THE EXCLUSIVI RIGHT TO USE "HOME IMPROVEMENT", APART FROM THE MARK AS SHOWN.

SER. NO. 76-028,484, FILED 4-17-2000.

AISHA CLARKE, EXAMINING ATTORNEY

Prior U.S. Cls.: 100, 101, 102, 103, and 106

Reg. No. 2,721,74

United States Patent and Trademark Office

Registered June 3, 200

SERVICE MARK PRINCIPAL REGISTER

CORNERHARDWARE

CORNERHARDWARE.COM, INC. (DELAWARE CORPORATION)
10620 NE 8TH STREET, SUITE #102
BELLEVUE, WA 98004

FOR: ON-LINE RETAIL STORE SERVICES FEATURING HOME IMPROVEMENT PRODUCTS; PROVIDING INFORMATION IN THE FIELD OF HOME IMPROVEMENT GOODS AND SERVICES VIA AN ON-LINE GLOBAL COMPUTER NETWORK, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 7-13-1999; IN COMMERCE 1-1-2000.

FOR: PROVIDING INFORMATION IN TH FIELD OF HOME IMPROVEMENT, IN CLASS 3 (U.S. CLS. 100, 103 AND 106).

FIRST USE 7-13-1999; IN COMMERCE 1-1-2000.

SN 75-832,951, FILED 10-26-1999.

AISHA CLARKE, EXAMINING ATTORNEY

Prior U.S. Cls.: 100, 101, 102, 103, and 106

United States Patent and Trademark Office Registered Aug. 21, 2001

SERVICE MARK PRINCIPAL REGISTER



CARNERHARDWARE.COM, INC. (DELAWARE CORPORATION) 801 MONTGOMERY STREET SUITE 200 SAN FRANCISCO, CA 94133

FOR: ON-LINE RETAIL STORE SERVICES FEATURING HOME IMPROVEMENT PRODUCTS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 2-28-2000; IN COMMERCE 2-28-2000.

FOR: PROVIDING INFORMATION IN THE FIELD OF HOME IMPROVEMENT AND HOME IMPROVEMENT GOODS AND SERVICES VIA AN ON-LINE GLOBAL COMPUTER NETWORK, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 2-28-2000; IN COMMERCE 2-28-2000.

SN 75-852,817, FILED 11-18-1999.

AISHA CLARKE, EXAMINING ATTORNEY

Prior U.S. Cls.: 100, 101, 102, 103, and 106

Reg. No. 2,768,331 Registered Sep. 23, 2003

United States Patent and Trademark Office

SERVICE MARK SUPPLEMENTAL REGISTER

CONTRACTORHARDWARE

CORNERHARDWARE.COM, INC. (DELAWARE CORPORATION)
801 MONTGOMERY STREET
SUITE 200
SAN FRANCISCO, CA 94133

FOR: ON-LINE RETAIL STORE SERVICES FEATURING HOME IMPROVEMENT PRODUCTS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-13-2003; IN COMMERCE 6-13-2003.

RECORDED: 05/10/2007

FOR: PROVIDING INFORMATION IN THE FIELD OF HOME IMPROVEMENT GOODS AND SERVICES VIA AN ON-LINE GLOBAL COMPUTER NETWORK, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 6-13-2003; IN COMMERCE 6-13-2003.

SER. NO. 75-896,044, FILED P.R. 1-13-2000; AM. S.R. 6-20-2003.

AISHA CLARKE, EXAMINING ATTORNEY