

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
On Demand Venture Fund LLC		02/09/2006	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Bonfire Holdings, Inc.		
Street Address:	50 Fremont Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76097792	GRAND CENTRAL COMMUNICATIONS	
Registration Number:	2807664	GRAND CENTRAL COMMUNICATIONS	
Registration Number:	2656106		
Registration Number:	2720614		
CORRESPONDENCE DATA			
Fax Number:	(317)231-7433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172311313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A.W. Wong		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	42071-100		
NAME OF SUBMITTER:	David A.W. Wong		

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Signature:

/dwong/

Date:

06/12/2007

Total Attachments: 36

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is made as of February 9, 2006 by and between Bonfire Holdings, Inc., a Delaware corporation ("**Buyer**"), and On Demand Venture Fund LLC, a Virginia limited liability company ("**Seller**").

RECITALS

Seller desires to sell, and Buyer desires to buy, the assets of Seller set forth on Exhibit A (the "**Assets**") for the consideration and on the terms set forth in this Agreement.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. Sale and Transfer of Assets; Closing.

1.1 Assets to be Sold.

(a) Subject to the terms and conditions of this Agreement, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any encumbrances, all of Seller's right, title and interest in and to the Assets. To the extent feasible, the Assets shall be transferred to Buyer in remote electronic fashion in a manner that minimizes the sales and use tax implications of such transfer. The transfer of the Assets shall include the execution and filing by Seller of the Assignment of Trademarks, attached hereto as Exhibit B, as well as the Registrant Name Change Agreement, attached hereto as Exhibit C. Seller shall execute and deliver to Buyer such documents and take such actions as reasonably requested by Buyer to register, evidence or perfect Buyer's rights under this Agreement.

(b) Buyer shall not assume any liabilities or obligations of Seller. Without limiting the foregoing, it is expressly agreed that Buyer shall not assume any liabilities for employment, income, sales, property or other taxes incurred or accrued by Seller.

1.2 Consideration. The consideration for the Assets shall consist of:

(a) 74,074 shares of Common Stock of the Buyer (the "**Initial Shares**"), subject to Seller's execution and delivery of the Investor Representation Statement attached hereto as Exhibit D; and

(b) in the event that Seller fully exercises that certain Warrant for the Purchase of Shares of Series A Convertible Preferred Stock issued by Buyer to Seller and dated as of January 4, 2006 (the "**Warrant**") and purchases all of the Warrant Shares (as defined in the Warrant) pursuant to the terms of the Warrant, then Seller shall receive an additional 103,704 shares of Common Stock of the Buyer (the "**Subsequent Shares**", together with the Initial Shares, the

"Shares"), subject to Seller's execution and delivery of the Investor Representation Statement attached hereto as Exhibit D.

All issuances of the Shares by the Buyer to Seller shall reduce the then-current pool of shares of Common Stock of Buyer reserved for issuance under its 2005 Stock Plan by an amount equal to such issued Shares.

1.3 Closing. The purchase and sale provided for in this Agreement (the "Closing") shall take place at the offices of Wilson Sonsini Goodrich & Rosati, 12235 El Camino Real, Suite 200, San Diego, CA 92130, at 10:00 a.m. local time on the date hereof. At the Closing, Seller shall execute and deliver an Assignment of Trademarks in the form attached hereto as Exhibit B.

2. Seller represents and warrants to Buyer as follows:

2.1 Organization of Seller. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Virginia.

2.2 Authority; Consents. Seller has all requisite corporate power and authority to enter into this Agreement and to which it is a party and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (including the exhibits to the Agreement) have been duly authorized by all necessary corporate action on the part of Seller and no further action is required on the part of Seller to authorize the Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy and similar laws and general principles of equity. Other than filings that may be required by the United States Patent and Trademark Office, or other similar trademark related filings, no consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or Commission having jurisdiction over Seller ("Governmental Entity") or any third party, is required by or with respect to Seller in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

2.3 Intellectual Property; Assets. Except as set forth on Schedule 2.3, each item of intellectual property included in the Assets is owned exclusively by Seller free and clear of any liens, pledges, charges, claims, security interests or other encumbrances of any sort (collectively, the "Liens") or other encumbrances. There are no outstanding options, licenses, or agreements of any kind relating to the foregoing, nor is the Seller bound by or a party to any options, licenses or agreements of any kind with respect to the Assets. To the extent that any intellectual property included in the Assets has been developed or created independently or jointly by any person other than the Seller for which Seller directly or indirectly paid, Seller has a written agreement with such person with respect thereto, and Seller thereby has obtained ownership of, and is the exclusive owner of, all such intellectual property therein and associated intellectual property rights by operation of law or by valid assignment. The Seller has not received any communications alleging that the Seller

has violated or, by conducting its business using the Assets as it is currently contemplated to be conducted, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity. The Seller is not aware of any reasonable basis for the denial of any pending trademark application relating to the Assets. The Seller is not aware that any of its employees, consultants and officers is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would adversely affect the Assets.

2.4 Intellectual Property Filings. To the best of Seller's knowledge, all necessary documents and certificates in connection with the intellectual property included in the Assets have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such intellectual property included in the Assets. Except as set forth on Schedule 2.4, there are no actions that must be taken by the Seller, including the payment of any registration, maintenance or renewal fees or the filing of any responses to PTO office actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any intellectual property included in the Assets. Seller has not claimed any status in the application for or registration of any intellectual property included in the Assets, including "small business status," that would not be applicable to the Buyer.

3. Buyer represents and warrants to Seller as follows:

3.1 Organization, Standing and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the corporate power to own its properties and to carry on its business as now being conducted.

3.2 Authority; Consents. Buyer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms except as such enforceability may be limited by bankruptcy or similar laws and general principles of equity. The execution and delivery of this Agreement by Buyer does not, and, as of the Closing, the consummation of the transactions contemplated hereby will not, materially conflict with, or result in any material violation of, or material default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit under judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer or its properties or assets. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or Commission having jurisdiction over Buyer is required by or with respect to Buyer in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

4. Miscellaneous Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties shall be governed, construed and interpreted in all respects by the internal laws of the State of California without regard to conflict of laws provisions.

4.2 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute one instrument.

4.3 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

4.4 Expenses. Irrespective of whether the Closing is effected, each party shall pay its own costs and expenses incurred with respect to the negotiation, execution, delivery and performance of this Agreement. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.


4.5 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of Buyer and Seller.

4.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

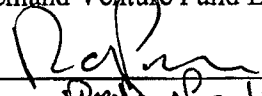
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In witness whereof, the parties have executed this Agreement as of the date first above written.

Bonfire Holdings, Inc.

By: 
Name: Craig Walker
Title: CEO

On Demand Venture Fund LLC

By: 
Name: Rob Palmer
Title: MD

SCHEDULE 2.3

Certain of the Assets are subject to that certain Settlement Agreement between Grand Central Networks Inc., a Delaware corporation and Grand Central Networks, Inc., a New York corporation, and Sean Fulton, an individual, effective as of March, 2002, as attached to this Schedule 2.3.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") effective as of the date last below written ("Effective Date") is made and entered into between Grand Central Communications, Inc. formerly known as Grand Central Networks Inc. ("GCC"), a Delaware corporation headquartered at 275 Sacramento Street, San Francisco, California 94111, on one hand, and Grand Central Networks, Inc. ("GCN"), a New York corporation headquartered at 14 Vanderventer Avenue, Suite L-5A, Port Washington, New York 11050, and one of its principals, Sean Fulton, an individual, on the other hand.

RECITALS

WHEREAS, GCN owns United States trademark registration number 2,277,718 for GRAND CENTRAL NETWORKS, INC. and design and claims rights in related common law marks GRAND CENTRAL NETWORKS, INC., GRAND CENTRAL NETWORKS, and GRAND CENTRAL (referred to collectively including the registered mark as the "GCN Marks");

WHEREAS, on or about October 12, 2001, GCN filed suit relating to the GCN Marks against GCC in the United States District Court for the Northern District of California, Civil No. C 01-03879 DLJ, alleging trademark infringement and unfair competition (the "Action");

WHEREAS, GCC counterclaimed against GCN and asserted a third party claim against Fulton alleging (1) false advertising and commercial disparagement and (2) trade libel, which claims were dismissed by court order of February 12, 2002, and further counterclaimed against GCN, seeking a declaration of non-infringement and seeking cancellation of GCN's federally registered mark (collectively with the Action, the "Litigation"); and

WHEREAS, the parties, without any admissions of liability or wrongdoing on the part of anyone, desire to fully resolve the above disputes and discharge all claims, demands, actions or causes of action between them, including without limitation the claims, counterclaims and third party claims in the Litigation.

TERMS OF THE AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, and the payment described herein, the parties agree to settle all claims between them on the following terms:

I. PHASE OUT, ASSIGNMENT AND CONSENT

1. GCC, on behalf of itself and its predecessors and successors in interest, agrees to cease using in commerce the mark and name GRAND CENTRAL NETWORKS within thirty (30) days of the Effective Date and thereafter not to use any variation or derivative of the term NETWORK in conjunction with the term GRAND CENTRAL as a trademark, service mark, trade name or domain name in connection with Internet services, computers or publishing, including but not limited to (a) as an Internet domain name and (b) while raising venture capital

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or otherwise seeking funding. GCC further agrees that it will not make explicit or implicit references, orally or in writing, that suggest or imply that it has any affiliation, connection or association with GCN or that its services originate from or are sponsored or approved by GCN.

2. GCC further agrees to and hereby does transfer and assign to GCN all right, title, and interest it has or may have in or to all domain names which include or are comprised of the words GRAND CENTRAL NETWORKS and which are identified on Exhibit A (the "Domain Names"). GCC agrees to execute any required documents, including but not limited to the assignment form attached hereto as Exhibit B and to provide upon request any required records, initiate arrangements for any online transfers, and otherwise to cooperate fully with GCN as may be necessary to accomplish the transfer and assignment of all right, title and interest which GCC has in and to the Domain Names.

3. GCN acknowledges that from and after the Effective Date of this Agreement it will be solely responsible for continued maintenance of the Domain Names and registrations transferred hereby, including without limitation all fees and costs associated with such registrations. GCN further acknowledges that from and after the effective date of this Agreement, it will be solely responsible for any and all liabilities and obligations that arise as a result of GCN's use of the Domain Names.

4. GCC warrants and represents that it is the current registrant of the Domain Names, but makes no warranty or representation as to the nature or extent of its rights in the Domain Names. GCC warrants and represents that, except for the Domain Names, it does not own and has no rights in or to any domain names that include or are comprised of the words GRAND CENTRAL NETWORKS, GCN, or GRAND CENTRAL and any variation or derivative of the word NETWORKS.

5. GCN consents to the use by GCC of the name and mark GRAND CENTRAL COMMUNICATIONS, in any typesize, font, design or stylized form, provided that the word COMMUNICATIONS shall be prominently featured, though it may be smaller than GRAND CENTRAL.

6. GCC agrees to use GRAND CENTRAL COMMUNICATIONS as its primary name and mark and to use GRAND CENTRAL standing alone only in a context in which the name and/or mark GRAND CENTRAL COMMUNICATIONS also appears and/or in which it would be apparent to a reasonable consumer that GRAND CENTRAL refers to GCC. Subject to the provisions of this Agreement, GCC may use any mark incorporating the words GRAND CENTRAL and an additional term or terms so long as the mark is used in a context in which the name and/or mark GRAND CENTRAL COMMUNICATIONS also appears and/or in which it would be apparent to a reasonable consumer that GRAND CENTRAL and an additional term or terms refers to GCC or a product or service of GCC. GCC shall retain all right, title and interest in the domain names listed in Exhibit E and GCN consents to use by GCC of those domain names. GCN further agrees that as a top-level domain name ".net" is not a variation or derivative of networks.

7. GCN agrees to use GRAND CENTRAL NETWORKS as its primary name and mark and to use GRAND CENTRAL standing alone only in a context in which the name and/or

mark GRAND CENTRAL NETWORKS also appears and/or in which it would be apparent to a reasonable consumer that GRAND CENTRAL refers to GCN. GCN shall retain all right, title and interest in the domain names listed in Exhibit F and GCC consents to use by GCN of those domain names.

8. The parties agree that use as described herein by GCC of the names and marks GRAND CENTRAL COMMUNICATIONS and GRAND CENTRAL and use by GCN of the GCN Marks does not create a likelihood of confusion.

9. Within thirty (30) days of the Effective Date, GCC agrees to modify the press releases it has posted on its web site and to modify any summaries or excerpts of media articles it has posted on its web site to substitute the name GRAND CENTRAL COMMUNICATIONS for the name GRAND CENTRAL NETWORKS. GCC further agrees to add a hyperlink next to each historical media article available via its site and which refers to it as GRAND CENTRAL NETWORKS, which hyperlink will point to text on that page in substantially the following form:

The following article refers to us by our former name GRAND CENTRAL NETWORKS. In February 2002 we changed our name to GRAND CENTRAL COMMUNICATIONS to avoid confusion with another company called GRAND CENTRAL NETWORKS located in New York.

10. Within thirty (30) days of the Effective Date, GCC agrees to change its corporate name to GRAND CENTRAL COMMUNICATIONS, INC.

11. GCC represents and warrants that its Application Nos. 76/097,792 and 76/098,092 ("GCC Applications") are the only applications it has filed to register the mark GRAND CENTRAL with the United States Patent and Trademark Office ("PTO") and GCC agrees that, within thirty (30) days of the Effective Date, it will seek to amend the GCC Applications to seek registration of the mark GRAND CENTRAL COMMUNICATIONS. GCN consents to the registration by GCC of the mark GRAND CENTRAL COMMUNICATIONS and agrees that GCC may disclose this consent to the PTO. If GCC is unable to amend the GCC Applications, it will abandon those applications. GCC will not re-apply to register the mark GRAND CENTRAL in connection with Internet services, computers or publishing. GCC represents and warrants that it has abandoned Application Nos. 76/098,153 and 76/097,791 seeking registration of GRAND CENTRAL NETWORKS and agrees not to re-apply to register the mark GRAND CENTRAL NETWORKS in connection with Internet services, computers or publishing.

12. In the event GCN ceases use of the GCN Marks with an intent not to resume use after the Effective Date of this Agreement, the restrictions of this Agreement on GCC's use of GRAND CENTRAL and GRAND CENTRAL NETWORKS shall no longer be of any force or effect. GCC agrees that it will not rely on any facts occurring before the Effective Date to argue that GCN ceased use of the GCN Marks with an intent not to resume use, including but not limited to the facts underlying the Litigation.

13. GCC agrees to post no content referring to GCN at the web site located at www.grandcentralsucks.com.

II. PAYMENT BY GCC

1. **Cash Payment.** Within ten (10) days of the Effective Date, and in consideration for this Agreement, GCC agrees to pay GCN the sum of five hundred thousand dollars (U.S. \$500,000.00). Payment is to be made by wire transfer to GCN's bank account.

III. DISMISSAL OF SUIT

Concurrent with execution of this Agreement, the parties to this Agreement shall execute a stipulation for dismissal with prejudice of the Litigation in the form attached hereto as Exhibit C. Concurrent with the payment by GCC to GCN of the money under Section II.1, the parties shall submit the stipulation to the Court.

IV. RELEASE

1. This is a compromise settlement of disputed claims and the promises in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by either party to the other party or to any other person whomsoever. The intent and purpose of this Agreement is to terminate and finally resolve any and all differences or disputes that presently exist between GCC, on the one hand, and GCN and Sean Fulton, on the other hand, and, in furtherance thereof:

2. Effective on the date of entry of the stipulated dismissal of the Litigation, and except as to the obligations imposed by this Agreement, GCC on the one hand, and GCN and Fulton, on the other hand, hereby release and forever discharge each other and their respective officers, directors, employees, shareholders, attorneys, representatives, agents, subsidiaries, predecessors, successors and heirs separately and collectively, from any and all claims, cross-claims, counterclaims, liens, demands, causes of action, debts, obligations, contracts, costs, expenses, loss of profits, damages and liabilities of any kind whatsoever, whether liquidated or unliquidated, suspected or unsuspected, known or unknown, anticipated or unanticipated, including without limitation claims arising from the Litigation or the conduct of the Litigation.

3. The parties to this Agreement expressly understand and acknowledge that it is possible that unknown losses or claims exist and that present losses or claims may have been underestimated or overestimated in amount or severity, and the parties have explicitly taken that into account in determining the amount of consideration to be given or received for entering into this Agreement. A portion of the consideration and the mutual covenants contained herein, having been bargained for between the parties with the knowledge of the possibility of such unknown claims or losses, is given in exchange for discharge of all such claims or losses. To the extent section 1542 of the Civil Code of the State of California (or similar provisions under the law of any other jurisdiction) may apply to this Agreement, the parties have been advised by their respective counsel concerning that section, have understood it, and hereby expressly waive all rights under that section, which provides:

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2. Effective on the date of entry of the stipulated dismissal of the Litigation, and except as to the obligations imposed by this Agreement, GCC on the one hand, and GCN and Fulton, on the other hand, hereby release and forever discharge each other and their respective officers, directors, employees, shareholders, attorneys, representatives, agents, subsidiaries, predecessors, successors and heirs separately and collectively, from any and all claims, cross-claims, counterclaims, liens, demands, causes of action, debts, obligations, contracts, costs, expenses, loss of profits, damages and liabilities of any kind whatsoever, whether liquidated or unliquidated, suspected or unsuspected, known or unknown, anticipated or unanticipated, including without limitation claims arising from the Litigation or the conduct of the Litigation.

3. The parties to this Agreement expressly understand and acknowledge that it is possible that unknown losses or claims exist and that present losses or claims may have been underestimated or overestimated in amount or severity, and the parties have explicitly taken that into account in determining the amount of consideration to be given or received for entering into this Agreement. A portion of the consideration and the mutual covenants contained herein, having been bargained for between the parties with the knowledge of the possibility of such unknown claims or losses, is given in exchange for discharge of all such claims or losses. To the extent section 1542 of the Civil Code of the State of California (or similar provisions under the law of any other jurisdiction) may apply to this Agreement, the parties have been advised by their respective counsel concerning that section, have understood it, and hereby expressly waive all rights under that section, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

V. CONFIDENTIALITY OF THIS AGREEMENT

GCC, GCN and Fulton agree not to publicize directly or indirectly the terms of this Agreement through the media or their web sites, including by any oral or written statement to the press, except that (1) within three (3) days of the Effective Date, the parties will issue the joint press release described in Exhibit D (the "Joint Release") and (2) the parties may subsequently disclose in any manner the information contained in the Joint Release. Subject to the foregoing provisions of this Agreement, GCC, GCN and Fulton further agree that they shall not reveal any of the terms and conditions of this Agreement except (a) to their accountants and counsel, (b) as required by law or to perform acts required by law, (c) under a written agreement of confidentiality, or (d) in the context of a legal action, in which case the parties agree to make the terms subject to a confidentiality order in such legal action if possible. With respect to a disclosure requested or ordered by a court of competent jurisdiction, GCC, on the one hand, and GCN and Fulton, on the other hand, agree to promptly notify the other giving it reasonable opportunity to challenge and appeal such request or order. Subject to the first sentence of this section, GCN and Fulton further agree that before the issuance of the Joint Release they will cease posting and disseminating any currently posted information related to the Litigation at any web site owned or operated by GCN or its affiliates, including without limitation www.grandcentrallitigation.com and www.grandcentralnetworkslitigation.com.

VI. BREACH

1. In the event any party concludes that another party is in breach of the terms of this Agreement, the non-breaching party shall give written notice to the breaching party pursuant to Section VII specifying the nature of the breach in reasonable detail. The non-breaching party shall have thirty (30) days from the date of notice within which to cure the breach. The parties agree to cooperate in good faith to resolve the breach which is the subject of the notice and, if such efforts prove unsuccessful, the parties agree to submit the dispute to mediation within forty-five (45) days following termination of negotiations to resolve the breach before a mediator to be agreed upon by the parties, the cost of which shall be borne by the party agreeing as a result of the mediation process to modify its use of the names and marks at issue or its behavior relative to this Agreement. If no party agrees to modify its behavior as a result of the mediation, the cost of mediation shall be borne equally by the parties. Both parties shall participate in the mediation in good faith. If a party fails to participate in the mediation in good faith, that party shall be liable for the full costs of mediation.

2. In the event the breach is not cured pursuant to paragraph VI.1 above and informal negotiations and mediation fail to resolve this dispute, the non-breaching party shall be entitled to seek all remedies for breach otherwise available at law and in equity, including without limitation the right to seek injunctive and other equitable relief.

3. The breaching party shall not file an action seeking a declaration that it has not breached unless and until the non-breaching party has first brought suit relating to that alleged breach.

VII. NOTICES

Any written notices required under this Agreement shall be sent by express mail directed as follows:

To GCC: Craig Donato
Grand Central Communications, Inc.
275 Sacramento Street
San Francisco, CA 94111

With a copy to: Janet L. Cullum, Esq.
Cooley Godward LLP
Five Palo Alto Square, 3000 El Camino Real
Palo Alto, CA 94306-2155

To GCN: Sean Fulton
Grand Central Networks Inc.
14 Vanderventer Avenue, Suite L-5A
Port Washington, NY 11050

With a copy to: Franklin B. Molin, Esq.
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222-2312

Or to such other person(s) as either party may designate in writing.

VIII. VOLUNTARY ENTRY INTO AGREEMENT

GCC, GCN and Fulton each represent and warrant that it or he (a) has fully and carefully read this Agreement; (b) has been fully advised by counsel of his or its own choosing to the fullest extent necessary regarding its rights and obligations and the legal effects and meanings of this Agreement, and has understood such advice; (c) has had the opportunity to make whatever investigation or inquiry deemed necessary or appropriate in connection with the subject matter of this Agreement and requires no further disclosures of any kind with respect to this Agreement; (d) has been afforded the opportunity to negotiate as to any and all terms herein; (e) is entering into this Agreement as a voluntary act, free of any duress or undue pressure whatsoever; and (f) is aware that the other party is relying on all the promises, representations and warranties herein.

IX. AUTHORITY TO ENTER INTO AGREEMENT

GCC, GCN and Fulton each warrant and represent that no other person or entity has claimed or now claims any interest in the claims released by this Agreement, and the party has

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the sole right and exclusive authority to execute this Agreement and to pay and receive the above-mentioned consideration, and that the party has not sold, assigned or otherwise set over to any other person or entity, any claim, lien, demand, contract, debt, costs, expense, cause of action, obligation, loss of profits, damage or liability released hereby. Each of the respective persons executing this Agreement hereby covenants and warrants that he has full legal power, right and authority to bind the entity on whose behalf he is signing to each and every term and provision herein. Each party further represents and warrants to the other that it is entitled to enter into each of the other agreements and documents referenced herein, and each provision thereof, and that the person signing such agreements and documents on its behalf has the full legal power, right and authority to bind the person on whose behalf he is signing to each and every term and provision therein.

X. INDEMNIFICATION

GCC, on the one hand, and GCN and Fulton, on the other hand, agree to indemnify and save harmless the other side from any loss incurred directly or indirectly by reason of the falsity or inaccuracy of any representation made herein by it or him.

XI. COST, EXPENSES AND FEES

Each party to this Agreement will bear its own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in or arising out of or in any way related to matters released herein, except as otherwise specifically agreed.

XII. ACTIONS IN SUPPORT HEREOF

Each party to this Agreement agrees to take all such further action and execute all such further documents as may be necessary or appropriate in order to consummate the settlement contemplated hereby.

XIII. SEVERABILITY

Should any provision of this Agreement be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not invalidate the whole of the Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable part and the rights and obligations of the parties shall be construed and enforced accordingly, provided that the provision held to be invalid, illegal or unenforceable does not eliminate a significant part of the parties' consideration contemplated by the Agreement.

XIV. CONSTRUCTION

This Agreement shall be interpreted as if prepared by both parties equally, and shall not be construed against any one party. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. Titles are for convenience only and in no way form part of the Agreement. In the interpretation of this Agreement, unless the context otherwise requires, (a) words importing the singular shall be deemed to import the plural and vice versa, (b) words denoting gender shall include all genders, and (c) references to parties, sections, schedules, paragraphs and exhibits shall mean the

parties, sections, schedules, paragraphs and exhibits of and to this Agreement unless otherwise indicated by the context.

XV. ENTIRE AGREEMENT

This Agreement, together with the supporting documents referenced herein, contains the entire agreement between the parties hereto and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. The terms of this Agreement are contractual and not a mere recital. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein.

XVI. AMENDMENTS

This Agreement may not be altered, amended, modified or otherwise changed unless contained in a subsequent written modification signed by an authorized representative of the party to be charged.

XVII. BINDING NATURE OF AGREEMENT

This Agreement shall bind the representatives, successors and assigns of each party and inure to the benefit of the each party, its agents, directors, officers, employees, servants, parents, subsidiaries, successors and assigns.

XVIII. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions, and federal trademark law. The parties further agree that jurisdiction and venue are appropriate in the District Court for the Northern District of California the District Court for the Eastern District of New York, the Superior Court for the County of San Francisco, California, and/or the Supreme Court of the State of New York, Nassau County, in the event of a claim for breach of this Agreement.

XIX. WAIVER

No breach of any provision hereof can be waived unless waived expressly and in writing. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be a waiver of any succeeding breach of the same or any other such provisions or be a waiver of the provision itself.

XX. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original. All executed copies or duplicate originals shall be equally admissible in evidence.

IN WITNESS WHEREOF, the parties, individually or by their duly authorized representatives, have executed this Agreement and agreed hereto.

GRAND CENTRAL COMMUNICATIONS, INC.

Dated: March __, 2002

By _____
Craig Donato
President and Chief Executive Officer

GRAND CENTRAL NETWORKS, INC.

Dated: March __, 2002

By _____
Joanne Persico
President and Creative Director

SEAN FULTON

Dated: March __, 2002

By _____
Sean Fulton

APPROVED AS TO FORM:

COOLEY GODWARD LLP

Janet L. Cullum, Esq.

Date: March __, 2002

Attorneys for Grand Central Communications, Inc.

KIRKPATRICK & LOCKHART LLP

Franklin B. Molin, Esq.

Date: March __, 2002

Attorneys for Grand Central Networks, Inc.
and Sean Fulton

EXHIBIT A

Domain Names: grandcentralnetworks.com
grandcentralnetworks.net
grandcentralnetworks.biz
grandcentralnetworks.org

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EXHIBIT B

DOMAIN NAME ASSIGNMENT

WHEREAS Grand Central Communications, Inc., a Delaware corporation having its principal place of business in San Francisco, California ("Assignor"), owns the domain names grandcentralnetworks.com, grandcentralnetworks.net, grandcentralnetworks.org and grandcentralnetworks.biz (the "Domain Names");

WHEREAS Grand Central Networks, Inc., a New York corporation having its principal place of business in Port Washington, New York ("Assignee"), is desirous of acquiring the Domain Names;

NOW THEREFORE for good and valuable consideration the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all of its right, title and interest in and to the Domain Names including all electronic mail addresses now or at any time in the past associated with the Domain Names and including Assignor's right to sue for past, present or future infringements of the Domain Names.

Executed this ____ day of _____, 2002.

GRAND CENTRAL COMMUNICATIONS, INC.

By _____
Craig Donato
President and Chief Executive Officer

EXHIBIT C

KIRKPATRICK & LOCKHART LLP
FRANKLIN B. MOLIN (*pro hac vice*)
JEFFREY M. GITCHEL (*pro hac vice*)
Henry W. Oliver Bldg.
535 Smithfield Street
Pittsburgh, PA 15222-2312
Telephone: (412) 355-6500
Facsimile: (412) 355-6501

KIRKPATRICK & LOCKHART LLP
EDWARD P. SANGSTER (121041)
4 Embarcadero Center, 10th Floor
San Francisco, CA 94111
Telephone: (415) 249-1000
Facsimile: (415) 249-1001

COOLEY GODWARD LLP
JANET L. CULLUM (104336)
GRETCHEN R. STROUD (142305)
DEBBI R. STERN (185895)
BRITT L. ANDERSON (212092)
Five Palo Alto Square, 3000 El Camino Real
Palo Alto, CA 94306-2155
Telephone: (650) 843-5000
Facsimile: (650) 857-0663

Attorneys for Defendant, Counterclaimant and Third Party
Plaintiff GRAND CENTRAL NETWORKS INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

GRAND CENTRAL NETWORKS, INC.,

Plaintiff,

v.

GRAND CENTRAL NETWORKS INC.,

Defendant.

No. C 01-03879 DLJ

STIPULATION FOR DISMISSAL WITH PREJUDICE

AND RELATED COUNTERCLAIMS
AND THIRD PARTY CLAIMS.

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IT IS HEREBY STIPULATED by and between the parties to this action through their designated counsel that the above-captioned action be and hereby is dismissed with prejudice pursuant to a settlement agreement entered into by the parties to this action and pursuant to Rule 41(a) of the Federal Rules of Civil Procedure. Each party is to bear its own costs and attorneys' fees.

Dated: March __, 2002

COOLEY GODWARD LLP
JANET L. CULLUM (104336)

By: _____
Janet L. Cullum

Attorneys for Defendant, Counterclaimant and
Third Party Claimant GRAND CENTRAL
NETWORKS INC.

Dated: March __, 2002

KIRKPATRICK & LOCKHART LLP
FRANKLIN B. MOLIN (*pro hac vice*)

By: _____
Franklin B. Molin

Attorneys for Plaintiff and Counterdefendant
GRAND CENTRAL NETWORKS, INC. and
Third Party Defendant SEAN FULTON

IT IS SO ORDERED.

Dated: March __, 2002

By: _____

D. LOWELL JENSEN
UNITED STATES DISTRICT JUDGE

EXHIBIT D

Grand Central Networks, Inc. of Port Washington, New York, and Grand Central Communications Inc., formerly known as Grand Central Networks, of San Francisco, California, announced today that they have reached an amicable settlement of the trademark infringement lawsuit brought by Grand Central Networks in October, 2001. Under the terms of the settlement agreement, the California company agreed to cease use of the word "Networks" in its name and it has adopted the new name Grand Central Communications. Both parties agreed to dismiss all claims in the lawsuit.

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EXHIBIT E

Domain Name	Registrant
Grandcentralcommunication.net	Grandcentral Networks, Inc.
Grandcentralcommunication.com	Grandcentral Networks, Inc.
Grandcentralcommunications.net	Grandcentral Networks, Inc.
Grandcentralcommunications.com	Grandcentral Networks, Inc.
Grandcentralservices.com	Grandcentral Networks, Inc.
Grandcentralsucks.com	Grandcentral Networks, Inc.
Grandcentral.com	Grand Central Networks, Inc.

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EXHIBIT F

Domain Name	Registrant
grand-central.net	Grand Central Networks, Inc.

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EXHIBIT A

Assets

The Assets include the following:

Domain Names:

grandcentral.com
grandcentralcommunication.com
grandcentralcommunication.net
grandcentralcommunications.com
grandcentralcommunications.net
grandcentralservices.com

Trademarks	Territory
Grand Central Communications	United States
Grand Central Express	United States
Grand Central	Canada
Grand Central	China
Grand Central	European Community
Grand Central	France
Grand Central Networks	France
Grand Central	Germany
Grand Central	Hong Kong
Grand Central	India
Grand Central	Israel
Grand Central	Japan
Grand Central	Singapore
Grand Central	South Korea
Grand Central	Taiwan
Grand Central	United Kingdom
Grand Central Networks	United Kingdom

EXHIBIT B

Assignment of Trademarks

TRADEMARK ASSIGNMENT

WHEREAS, On Demand Venture Fund LLC, a Virginia limited liability company with a place of business located at 50 Fremont Street, 17th Floor, San Francisco, California 94195 has adopted, is using, or intends to use the following trademarks, and is the owner of all right, title and interest in and to the trademarks set forth on Schedule A attached hereto, and all corresponding trademark applications and registrations thereof and common law rights thereto (hereinafter the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;


WHEREAS, Bonfire Holdings, Inc. a corporation of the state of Delaware, whose principal place of business is 50 Fremont Street, 16th Floor, San Francisco, California 94195 desires to acquire the Trademarks and their registrations; and

WHEREAS, On Demand Venture Fund LLC covenants and agrees that it will sign all lawful papers, make all rightful oaths, and generally do everything possible to aid Bonfire Holdings, Inc., its successors, legal representatives and assigns, as reasonably necessary to complete and perfect the transfer of said Trademarks in all countries.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, On Demand Venture Fund LLC hereby assigns to Bonfire Holdings, Inc. all right, title and interest in and to the trademarks and the registrations together with the goodwill of the business symbolized by the trademarks and applications or registrations thereof, and all rights for recovery, damages and profits for past infringements, if any.

Executed on 2/9, 2006

On Demand Venture Fund LLC


Name: Ron Palmer
Title: MD

Schedule A

Trademark/Country	Serial No./Filing Date
GRAND CENTRAL COMMUNICATIONS United States	Serial No.: 76/097,792 7/26/00
GRAND CENTRAL COMMUNICATIONS United States	Serial No.: 76/098,092 7/26/00
GRAND CENTRAL COMMUNICATIONS United States	Serial No.: 76/370,427 2/12/02
GRAND CENTRAL COMMUNICATIONS United States	Serial No.: 76/370,429 2/12/02
GRAND CENTRAL EXPRESS United States	Serial No.: 78/498,295 10/12/04
GRAND CENTRAL EXPRESS United States	Serial No.: 78/498,298 10/12/04
GRAND CENTRAL EXPRESS United States	Serial No.: 78/498,292 10/12/04
GRAND CENTRAL Canada	1,090,345 1/26/01 (claiming priority of 7/26/00)
GRAND CENTRAL China	2001014941 1/31/01 (claiming priority of 7/26/00)
GRAND CENTRAL China	2001014944 1/31/01 (claiming priority of 7/26/00)

GRAND CENTRAL	2057917
European Community	1/26/01 (claiming priority of 7/26/00)
GRAND CENTRAL	01 3 078 603
France	1/25/01 (claiming priority of 7/26/00)
GRAND CENTRAL NETWORKS	01 3 078 604
France	1/25/01 (claiming priority of 7/26/00)
GRAND CENTRAL	301 053 820
Germany	1/26/01 (claiming priority of 7/26/00)
GRAND CENTRAL	2001 01522
Hong Kong	1/29/01 (claiming priority of 7/26/00)
GRAND CENTRAL	2001 01523
Hong Kong	1/29/01 (claiming priority of 7/26/00)
GRAND CENTRAL	01316988
India	10/25/04
GRAND CENTRAL	146384
Israel	2/1/01 (claiming priority of 7/26/00)
GRAND CENTRAL	146385
Israel	2/1/01 (claiming priority of 7/26/00)
GRAND CENTRAL	5197-2001
Japan	1/25/01 (claiming priority of 7/26/00)
GRAND CENTRAL	Application No. T04/18579D
Singapore	

GRAND CENTRAL Singapore	Application No. T04/18581F
GRAND CENTRAL South Korea	Application No. 41-2004-0022974
GRAND CENTRAL Taiwan	Application No. 93049297 10/26/04
GRAND CENTRAL United Kingdom	2259241 1/26/01 (claiming priority of 7/26/00)
GRAND CENTRAL NETWORKS United Kingdom	2259212 1/26/01 (claiming priority of 7/26/00)

EXHIBIT C

Registrant Name Change Agreement



NETWORK SOLUTIONS™

Send Postal Mail or Courier to:
Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Attn: Registrant Change Group
(703) 742-4777

**Registrant Name Change Agreement
Version 3.0 – Transfers**

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://rs.internic.net/cgi-bin/whois>.
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement www.grandcentral.com
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://rs.internic.net/cgi-bin/whois) On Demand Venture Fund
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable 50 Fremont St., 16th Fl., San Francisco, CA 94105 If the address you have entered above is different than the WHOIS record (URL http://rs.internic.net/cgi-bin/whois), please explain below whois Registrant is Anonymous thru EasyDNS.com
Current Registrant's Type of Business	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Transfer the registration for the domain name to:	Enter the correct name of the New Registrant Bonfire Holdings, Inc.
New Registrant's Address	Enter the correct address of the New Registrant 50 Fremont Street, 16th Floor, San Francisco, CA 94105
NIC Tracking Number	Enter the NIC tracking number from the New Registrant's Domain Name Registration Agreement email submission

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<p>Legal Agreement</p>	<p>The Current Registrant the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.</p> <p>WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement (the "Agreement") for the registration of the second-level domain name referenced in Section 1.c. (the "Domain Name");</p> <p>WHEREAS the Registrant desires to relinquish all of its interests in the registration of the Domain Name;</p> <p>WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Domain Name Registration Agreement as application ("New Registrant's Application") for registration of the Domain Name;</p> <p>WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:</p> <p>1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.</p> <p>2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Domain Name Registration Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Domain Name Registration Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Domain Name Registration Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.</p> <p>3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.</p>	
<p>Signature Block</p>	<p>Current Registrant must complete below:</p> <p>Organization <i>On Demand Venture Fund</i></p> <p>Signature <i>[Signature]</i></p> <p>Signor's Name (please print) <i>Ron Palmeri</i></p> <p>Title <i>MD</i></p> <p>Active email address <i>Ron@ondemandfund.com</i></p> <p>Date <i>2-10-06</i></p>	<p>1. New Registrant must complete below:</p> <p>Organization <i>Bonfire Holdings, Inc.</i></p> <p>Signature <i>[Signature]</i></p> <p>Signor's Name (please print) <i>Craig Walker</i></p> <p>Title <i>CEO</i></p> <p>Active email address <i>Craig@grandcentral.com</i></p> <p>Date <i>2-10-06</i></p>

Notarization

A notary public or its foreign equivalent must certify the Current Registrant's signature.

County of: SAN FRANCISCO
State of: CALIFORNIA

The foregoing instrument was signed before me by CRAIG WALKER & RONALD PALMERI on this date.



Notary's Name (printed): BETTY P. LAU
Notary's Signature: Betty P. Lau
Date of notarization: FEBRUARY 10, 2006
My commission expires: JUNE 5, 2009

EXHIBIT D

INVESTOR REPRESENTATION STATEMENT

ACQUIROR: On Demand Venture Fund LLC
COMPANY: Bonfire Holdings, Inc.
SECURITY: Common Stock
AMOUNT: Up to 177,778 shares

As a condition to and in connection with the acquisition of the above-listed Securities, On Demand Venture Fund LLC, the Acquiror, represents to the Company the following:

1. The Acquiror is aware of the Company's business affairs and financial condition, and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. The Acquiror is acquiring these Securities for its own account for investment purposes only and not with a view to, or for the resale in connection with, any "distribution" thereof for purposes of the Securities Act of 1933, as amended (the "Securities Act").

2. The Acquiror understands that the Securities have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Acquiror's investment intent as expressed herein. In this connection, the Acquiror understands that, in the view of the Securities and Exchange Commission (the "SEC"), the statutory basis for such exemption may be unavailable if the Acquiror's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one year or any other fixed period in the future.

3. The Acquiror further understands that the Securities must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from registration is otherwise available. Moreover, the Acquiror understands that the Company is under no obligation to register the Securities. In addition, the Acquiror understands that the certificate evidencing the Securities will be imprinted with the following legend (in addition to any legends required by other agreements):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT, OR UNLESS THE CORPORATION HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE CORPORATION AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD OF UP TO 180 DAYS FOLLOWING THE EFFECTIVE DATE OF A REGISTRATION STATEMENT OF THE COMPANY FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SHARES,

A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SHARES

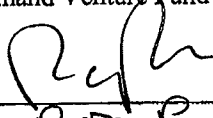
4. The Acquiror is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. In the event the Company later becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires among other things: (1) the availability of certain public information about the Company, (2) the resale occurring not less than one year after the party has purchased, and made full payment for, within the meaning of Rule 144, the securities to be sold; and, in the case of an affiliate, or of a non-affiliate who has held the securities less than two years, (3) the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the Securities Exchange Act of 1934) and (4) the amount of securities being sold during any three month period not exceeding the specified limitations stated therein, if applicable.

5. In consideration of the payment of attorneys fees and other transfer costs by the Company, on behalf of the undersigned, with respect to certain shares of capital stock of the Company (the "Shares"), the Acquiror hereby agrees that it shall not sell, offer, pledge, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, grant any right or warrant to purchase, lend or otherwise transfer or encumber, directly or indirectly, any Common Stock (or other securities) of the Company held by the Acquiror as of the date of such "lock-up" or "market-standoff" agreement, nor shall the Acquiror enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any such Common Stock (or other securities) during the one hundred eighty (180) day period following the effective date of a registration statement of the Company filed in connection with the Company's initial public offering under the Securities Act.

6. The Acquiror further understands that at the time the Acquiror wishes to sell the Securities there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not be satisfying the current public information requirements of Rule 144, and that, in such event, would be precluded from selling the Securities under Rule 144 unless (i) a two year minimum holding period had been satisfied and (ii) he, she or it, as the case may be, was not at the time of the sale nor at any time during the three month period prior to such sale an affiliate of the Company.

7. The Acquiror further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

On Demand Venture Fund LLC

By: 
Name: Ron Palmeri
Title: MD