

TO:ALAN J. MAO COMPANY:10380 SUMMIT VIEW DRIVE

07-16-2007



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7/9/07

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Correct the Assignor Name previously recorded on Reel 003571 Frame 0530. Assignor(s) hereby confirms the Assigns the entire interest and the goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MR Charlie L Oakes		06/29/2007	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Neighborhubs, LLC
Street Address:	10380 Summit View Drive
City:	Park City
State/Country:	UTAH
Postal Code:	84080
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78683676	HOMEFAX

CORRESPONDENCE DATA

Fax Number: (435)808-2438
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9175597141
 Email: alanjmao@gmail.com
 Correspondent Name: Alan J. Mao
 Address Line 1: 10380 Summit View Drive
 Address Line 4: Park City, UTAH 84080

NAME OF SUBMITTER:	Alan J. Mao
Signature:	/AlanJMao/
Date:	07/08/2007

CP \$40.00 78683676

TO:ALAN J. MAO COMPANY:10380 SUMMIT VIEW DRIVE

Total Attachments: 5

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TO:ALAN J. MAO COMPANY:10380 SUMMIT VIEW DRIVE

TO:ALAN J. MAO COMPANY:10380 SUMMIT VIEW DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**08/29/2007
 900080668**

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr Charlie L Oaks		08/29/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Neighborhoods, LLC		
Street Address:	10380 Summit View Drive		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84080		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78883878	HOMEFAX	
CORRESPONDENCE DATA			
Fax Number:	(435)803-2438		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9175587141		
Email:	alanjmao@gmail.com		
Correspondent Name:	Alan J. Mao		
Address Line 1:	10380 Summit View Drive		
Address Line 4:	Park City, UTAH 84080		
NAME OF SUBMITTER:	Alan J. Mao		
Signature:	/AlanJMac/		
Date:	08/29/2007		
Total Attachments: 6 source=BOS Homefax#page1.tif			

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TO

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P. 01

BILL OF SALE FOR THE ASSETS OF A BUSINESS

The undersigned seller, Charlie L. Oaks ("Seller"), in consideration of the payment of the sum of \$22,500.00, the receipt of payment being hereby acknowledged, does hereby sell, transfer, convey, and assign to Neighborhubs, LLC. ("Buyer"), and its successors and assigns, all interest in the following goods and chattels of the business/individual known as Homefax / Charlie L. Oakes summarized below and described in detail in Exhibit A.

[SELECT FROM LIST ALL THAT APPLY]

- 1. Domain Names \$15,000.00
 - 2. Trademarks and/or Trade Names \$7,500.00
 - 3. Goodwill of the Business N/A
- TOTAL: \$22,500.00

Seller represents and warrants that he has the authority in every respect to transfer, convey, and assign all assets described above to Buyer, and that there are no liens, security interests, or other encumbrances other than those disclosed to Buyer in writing.

This Bill of Sale shall be effective as to the transfer of all property listed above as of June 26, 2007.

I declare under oath and penalty of perjury that the above is true and correct. Executed this [DATE] day of June, 2007 in the State of Utah.

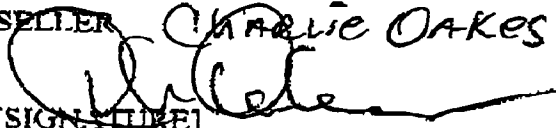
SELLER *Charlie Oakes*

 [SIGNATURE]
 [PRINTED NAME]

Exhibit A

Detailed Description of Assets Being Sold

[Describe assets in detail here]

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P. 05

DOMAIN NAME PURCHASE AGREEMENT

THIS DOMAIN NAME PURCHASE AGREEMENT (the "Agreement") is made and entered into this 20th day of June, 2007, by and between CHARLIE L. OAKES, an Individual located at at PO Box 18154, Morgantown, West Virginia 26507 (the "Seller") and Neighborhubs, LLC a Delaware Limited Liability Company (the "Buyer") located at 10380 Summit View Dr Park City, UT 84060.

RECITALS

A. Seller is the current registrant of record and owner of the Internet domain names, "www.homefax.com" and "www.homefax.net". (the "Domain Names") listed in the records of Internic and Network Solutions (NSI) WHOIS.

B. Seller is the owner/registrant of the service mark "homefax" (United States Patent and Trademark Office, serial number: 78683676, Registration number: 3120247, "Trademark."

C. Seller desires to sell, and Buyer desires to purchase, the Domain Names Trademark/Service mark on the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the consideration set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Transaction. Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey and deliver to Buyer, the Domain Names and Trademark for \$22,500.00 U.S.D. (the "Purchase Price") as follows: \$2,500 already paid as deposit, \$2,500.00 earnest money upon execution of this Agreement and \$17,500.00 cash at Closing. Closing shall be defined as the complete transfer and confirmed acceptance, by Buyer, of possession of the Domain Names and Trademark.

2. Purchase Price. Concurrent with Seller's delivery to Buyer of an executed original of this Agreement and the Bill of Sale and Assignment of Domain Names and Trademark attached hereto as Exhibit A, Buyer shall deliver to Seller a cashier's check or other immediately available funds in the amount of \$2,500 earnest money.

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3. (a) **Change of Domain Names Registration.** The balance of the purchase price (\$17,500) will be deposited in Buyer's attorney's trust account and held only until Seller shall complete the change of name of the registered owner of the Domain Names from Seller to Buyer. Buyer will provide seller, the closing attorney's name, address and telephone number.

(b) Buyer and Seller agree to use their best efforts to cooperate and to take all steps necessary to effect the transfer of the Domain Names and Trademark and its attendant intellectual property rights, and to otherwise achieve the goals contemplated by this Agreement.

4. **Third Party Fees.**

(a) **Renewal Fees.** Buyer shall be solely responsible for payment of renewal fees for the continued registration of the Domain Names.

(b) **Taxes, Commission and Other Fees.** Seller shall be solely responsible for all taxes, commissions and fees due to any governmental body or any third party arising from this transaction. Seller shall be solely responsible for all fees payable to any third party, with exception to attorney, document, bank, or registration fees initiated directly by the buyer, to effectuate the transfer of ownership and registration of the Domain Names, as contemplated under this Agreement, including, without limitation, any fees payable in connection herewith, including any Priority Registrant Name Change Service fee.

5. **No Competition.** Seller shall make no further use whatsoever of the Domain Names or the Trademark as of the Effective Date, nor shall Seller challenge, interfere, solicit, encourage or assist others to challenge or otherwise interfere with Buyer's title, interest, right or use of the Domain Names or the Trademark. Seller shall not himself, or enable or allow another to, take any action or refrain from any action or otherwise support any claim that may detrimentally affect the registrability, validity of or commercial value associated with the Domain Names or the Trademark.

6. **Representations and Warranties.**

(a) Seller represents and warrants that:

(i) Seller is the sole registrant listed in the records of homefax.com and homefax.net

as the owner of the registration of the Domain Names.

(ii) Seller has not used and will not use any fraud, misrepresentation or false statement in the process of registration and maintenance of the registration of the Domain Names on or in connection with the transaction underlying this Agreement.

(iii) No fees are owing to any third party, other government agency or other entity

or party with regard to the registration of the Domain Names. All Domain Name and service mark related registration fees are current. Furthermore, Seller shall deliver under this Agreement free, clear and marketable title to the Domain Names and the Trademark.

(iv) Seller has not entered, and shall not enter, into any executed or unexecuted agreement to sell, assign, transfer, convey, license, sublicense, pledge, escrow, mortgage or otherwise allow or enable the use of the Domain Names or the Trademark to any person or entity other than Buyer, and Seller has not granted, and shall not grant, any right with respect to the Domain Names or the Trademark to any person or entity other than Buyer that may, in any manner, restrict, impede or adversely effect any rights therein.

(v) Seller has the authority and agrees to execute and deliver this Agreement and the Registrant's Name Change Agreement, as described below, and any other document necessary to perfect the transaction contemplated herein.

(vi) To Seller's best information, ownership of registration of the Domain Names, and use of the Domain Names, do not infringe upon the proprietary rights of any third party.

(b) Buyer represents and warrants that:

(i) Buyer is duly authorized to execute and enter into this Agreement.

(ii) Buyer has not and will not make any fraudulent or false statements or misrepresentations in connection with the transaction underlying this Agreement.

7. Further Actions. Each party agrees to take such other action as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

8. Notice. All notices, requests and other communications required hereunder shall be in writing and shall be given to such person at its address set forth below or at such other address as such person may hereafter specify for the purpose of notice to the other persons. Each such notice, request or other communication shall be effective (a) if given by mail, on the third succeeding business day following deposit in the United States mail, registered or certified with first class postage prepaid and return receipt requested, (b) if given by overnight delivery, when delivered by a nationally

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TO

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recognized overnight delivery service which maintains receipts for delivery, such as Federal Express or Airborne Express with all fees and charges prepaid, in each case addressed, or (c) if given by facsimile transmission, upon receipt of confirmation of successful transmission:

If to Seller: P.O. Box 18154
KIRKLAND W. 26507

If to Buyer: 10320 SUMMIT VIEW DR
PARK CITY UTAH 84060

9. Amendments. This Agreement may not be amended or modified orally, but may be amended or modified only in writing, signed by both parties. No waiver of any term or provision of this Agreement shall be effective unless it is in writing, making specific reference to this Agreement and signed by the party against whom such waiver is sought to be enforced. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

11. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any dispute arising under this Agreement shall be brought in federal or state courts located in Salt Lake City.

12. Attorneys' Fees. The prevailing party in any dispute arising under this Agreement shall be entitled to receive its attorneys' fees and court costs from the non-prevailing party.

13. Counterparts. This Agreement may be executed in counterparts and by facsimile signatures, each of which shall be an original, but all of which together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

By: Charlie Carter 6/22/07

Its: owner

BUYER:

By: [Signature] 6/22/2007

Its: OFFICER

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