

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Predictive Networks, Inc.		02/24/2005	INC. ASSOCIATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sedna Patent Services, LLC		
Street Address:	1500 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76285681	DIGITAL BUTLER	
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ATTORNEY DOCKET NUMBER:	50093.0007 DIGITAL BUTLER		
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Signature:	/Mitchell H. Stabbe/		

CH \$40.00 76285681

Date:

08/30/2007

Total Attachments: 10

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**ASSET PURCHASE AGREEMENT
BY AND BETWEEN
PREDICTIVE MEDIA CORPORATION
AND
SEDNA PATENT SERVICES, LLC**

Dated as of February 24, 2005

DCLIB01:1464150-3

**TRADEMARK
REEL: 003612 FRAME: 0007**

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into this 24th day of February, 2005, by and between PREDICTIVE MEDIA CORPORATION, a Delaware corporation, formerly known as Predictive Networks, Inc., (collectively, "Seller"), and SEDNA PATENT SERVICES, LLC, a Delaware limited liability company ("Buyer").

PRELIMINARY STATEMENTS

A. Subject to the terms and conditions of this Agreement, Buyer desires to purchase certain assets from Seller, and Seller desires to sell such assets to Buyer.

B. Buyer and Seller desire to make certain representations, warranties, covenants and agreements in connection with this Agreement and the other transactions contemplated hereby, all as more fully set forth herein.

In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 Definitions. Capitalized terms not otherwise defined elsewhere in this Agreement shall have the meanings ascribed to such terms in this Section 1.1.

(a) "Affiliate" means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with the specified Person. For purposes of this definition, "control" as applied to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

(b) "Assets" means the Patent Portfolio, the Other Property and all of Seller's causes of action, lawsuits, judgments and other claims or demands against third parties with respect to any of the foregoing, including the right to sue and recover for past infringements.

(c) "Closing" means the closing of the transactions contemplated by this Agreement.

(d) "Closing Date" means the date first written above.

(e) "Consent" means the consents, permits and approvals of all Governmental Authorities and other third parties (or notices to such parties) necessary to consummate the sale of the Assets from Seller to Buyer.

(f) "Contracts" means all oral and written contracts, leases, non-governmental licenses and other agreements, undertakings and commitments (including leases for personal property and employment agreements), including any amendments and other modifications thereto, to which Seller is party or to which any of the Assets is subject, but excluding any contracts, written or oral, relative to the employees of Seller or the wages, employee benefits or employment rights of such employees, including, but not limited to, any collective bargaining agreements, employment agreements and severance agreements.

(g) "Governmental Authority" means any (i) nation, state, commonwealth, province, territory, country, municipality, district or other jurisdiction of any nature, (ii) national, state, local, municipal, foreign or other government, or (iii) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, board or body and any court or other tribunal).

(h) "Law" means applicable common law and any applicable statute, permit, ordinance, code or other law, rule, regulation, order, technical or other standard, requirement or procedure enacted, adopted, promulgated or applied by any Governmental Authority, including any applicable order, administrative or judicial decision, decree or judgment that may have been handed down, adopted or imposed by any Governmental Authority, all as in effect as of the date hereof.

(i) "Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes.

(j) "Liens" means any mortgage, pledge, lien, charge, claim, option, conditional sale, security interest or other encumbrance, restriction, liability or limitation of any nature whatsoever.

(k) "Loss" means any Liability, claim, damage, tax or expense (including reasonable legal fees and expenses).

(l) "Maintenance Fees" means all reasonable legal fees described in the Maintenance Fee Invoice that are incurred by Seller as necessary to maintain the Patent Portfolio during the period beginning December 9, 2004, through the Closing Date, as set forth on Schedule 1.1(l).

(m) "Maintenance Fee Invoice" means a written invoice that describes in a level of detail that is reasonably acceptable to Buyer all Maintenance Fees.

(n) "Material Adverse Effect" means any effect, change, event, circumstance or condition that has materially adversely affected or would reasonably be expected to materially adversely affect the results of operations, the Assets, the operation or development of the Assets, in the hands of Seller, or business of Seller or any Subsidiary of Seller, as applicable, but excluding any effect, change, event, circumstance or condition attributable to general economic conditions and industry conditions.

(o) **“Other Property”** means all of the following items (collectively, the **“Other Property Items”**) following owned or licensed by Seller: (i) all designs, methods, processes, technology and inventions and any derivatives thereof (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and enhancements thereof, (ii) all trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including, without limitation, all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith, (iv) all mask works and all applications, registrations and renewals in connection therewith, (v) all trade secrets and confidential business information (including, without limitation, ideas, research and development, documentation, know how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (vi) all computer software (including, without limitation, data and related documentation, fixes, new releases, enhancements, updates, additions and/or modifications and including, without limitation, all software, data and technology available on the hard drive sent by Seller to Buyer), domain names, URL’s, source code and object code, (vii) all platforms, applications, interfaces, products, systems and services, (viii) all other proprietary rights including, without limitation, intellectual property and intangible property rights, (ix) all copies and tangible embodiments of any of the other Assets (in whatever form or medium), including, without limitation, any notebooks, logs, files (including, without limitation, any files maintained by Seller’s patent and trademark counsel(s)), records, data or documentation, (x) all of Seller’s books, records and ledger sheets associated with the Assets, and (xi) all contract rights (including, without limitation, purchase orders) and software licenses associated with the Assets. To Seller’s knowledge, all of the Other Property Items that comprise the Other Property are set forth on Schedule 1.1(o) hereto.

(p) **“Patent Portfolio”** means all of the following items (collectively, the **“Patent Portfolio Items”**) owned or filed by Seller or a subsidiary of Seller: all active, pending, closed, abandoned and inactive U.S. patents, patent applications (including, without limitation, provisional patent applications) and all reissuances, continuations, divisionals, continuations-in-part, revisions, extensions, reexaminations, and foreign patents and patent applications including, without limitation, counterparts of Seller’s U.S. patents and patent applications owned, licensed or filed by Seller or a subsidiary of Seller. All Patent Portfolio Items comprising the Patent Portfolio are set forth on Schedule 1.1(p) hereto.

(q) **“Person”** means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity (or any department, agency, or political subdivision thereof) or any other type of entity.

1.2 Terms Defined Elsewhere in this Agreement. In addition to the defined terms in Section 1.1, the following is a list of defined terms used in this Agreement and a reference to the Section hereof in which such term is defined:

<u>Defined Term</u>	<u>Section</u>
Agreement	Preamble
Bill of Sale	Section 4.2(a)(vii)
Buyer	Preamble
Buyer's Claims	Section 7.2(b)
Buyer's Damages	Section 7.2
Buyer's Indemnitees	Section 7.2
Excluded Assets	Section 2.2
Patent Assignments	Section 4.2(a)(iv)
Purchase Price	Section 3.1
Seller	Preamble
Seller's Claims	Section 7.3(b)
Seller's Damages	Section 7.3
Seller's Indemnitees	Section 7.3

1.3 **Clarifications.** Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender and any other number as the context requires. Use of the word "including" herein shall be deemed and construed to mean "including but not limited to." Except as specifically otherwise provided in this Agreement in a particular instance, a reference to a Section or a Schedule is a reference to a Section of this Agreement or a Schedule attached hereto, and the terms "hereof," "herein" and other like terms refer to this Agreement as a whole, including the Schedules hereto, and not solely to any particular part hereof. Representations and warranties that are qualified "to the Seller's knowledge" shall be qualified to the knowledge of Karil Reibold, who is the sole director and only officer of the Seller as of the date of this Agreement, after a good faith, diligent inquiry.

ARTICLE 2
SALE AND TRANSFER

2.1 **The Sale.** Upon the terms and subject to the conditions set forth in this Agreement, Seller hereby sells, assigns, transfers and delivers to Buyer, and Buyer hereby purchases and accepts from Seller the Assets.

2.2 **Excluded Assets.** Buyer shall not purchase, and shall not have the right to purchase, and Seller hereby retains and is not transferring, (i) any Contracts, including without limitation, any Listed Contracts as set forth on Schedule 5.3 or (ii) any properties or assets of Seller not included in the Assets (collectively, such Contracts, properties and assets are the "Excluded Assets").

2.3 **Assumption of Obligations and Liabilities.**

(a) As of and after the Closing, and subject to consummation of the Closing, Buyer shall assume, pay, discharge and perform the obligations and Liabilities that relate to the Assets that arise with respect to events occurring after the Closing. To Seller's knowledge, all such obligations and Liabilities are listed on Schedule 2.2(a) hereto.

IN WITNESS WHEREOF, Seller and Buyer have caused this Asset Purchase Agreement to be signed by their respective duly authorized officers as of the date first above written.

PREDICTIVE MEDIA CORPORATION

By: Karil Reibold
Name: Karil Reibold
Title: President

SEDNA PATENT SERVICES, LLC

By: _____
Name: William D. McCall
Title: Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

Predictive Media – Asset Purchase Agreement

IN WITNESS WHEREOF, Seller and Buyer have caused this Asset Purchase Agreement to be signed by their respective duly authorized officers as of the date first above written.

PREDICTIVE MEDIA CORPORATION

By: _____
Name: Karil Reibold
Title: President

SEDNA PATENT SERVICES, LLC

By: William D. McCall
Name: William D. McCall
Title: Chief Executive Officer

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Schedule 1.1(o)

Other Property

1. Hard drive, as previously provided to Buyer.
2. All of the software and other data contained in the hard drive previously delivered to the Buyer, which includes, but is not limited to, the software which comprises the Predictive Networks, formerly known as the Access Point Operating System.
3. Two boxes of files containing records of the Seller's former in-house counsel regarding the Seller's patent portfolio.
4. Files of the Seller containing executed Employee Invention Assignment Agreements.
5. Legal files relating to the Assets at the offices of Gesmer Updegrave LLP
6. Legal files relating to the Assets at the offices of Wilmer Cutler Pickering Hale and Dorr LLP
7. Legal files relating to the Assets at the offices of Banner Witcoff
8. The following trademarks and service marks:

<u>Mark</u>	<u>Country</u>	<u>Serial No./Registration No.</u>	<u>Filing Date</u>
DIGITAL SILHOUETTE	U.S.	76/200516	1/26/01
DIGITAL SILHOUETTE	U.S.	76/227354	3/20/01
PREDICTIVE MEDIA	European Community	3113479	3/28/03
PREDICTIVE MEDIA	U.S.	78/195420	12/17/02
PREDICTIVE MEDIA	U.S.	78/195422	12/17/02
PREDICTIVE MEDIA and DESIGN	European Community	31133511	03/28/03
PREDICTIVE MEDIA and DESIGN	U.S.	78/195413	12/17/02
PREDICTIVE MEDIA and DESIGN	U.S.	78/195418	12/17/02
DCM	U.S.	76/055526	05/19/00*
DCM	U.S.	76/062990	05/19/00*
DIGITAL BUTLER	U.S.	76/285681	01/26/01*
DIGITAL BUTLER	U.S.	76/200513	01/26/01*
DIGITAL SILHOUETTE	U.S.	76/200514	01/26/01*

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