

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
Jangl, Inc.		05/15/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LiveVideo, Inc.		
Street Address:	9255 Sunset Boulevard, Suite 1010		
City:	West Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77056715	JANGL	
Serial Number:	78772366	RINGBLING	
Registration Number:	3392487	JANGL ME	
Registration Number:	3321596	JANGL	
CORRESPONDENCE DATA			
Fax Number:	(650)233-4545		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	patricia.cotton@pillsburylaw.com		
Correspondent Name:	Patricia L. Cotton		
Address Line 1:	P.O. Box 10500		
Address Line 2:	Intellectual Property Group		
Address Line 4:	Mclean, VIRGINIA 22012		
ATTORNEY DOCKET NUMBER:	018159000007		
NAME OF SUBMITTER:	Patricia L. Cotton		

CH \$115.00 77056715

Signature:	/Patricia L. Cotton/
Date:	08/28/2008
Total Attachments: 14 source=Jangl Assignment_Page_01#page1.tif source=Jangl Assignment_Page_02#page1.tif source=Jangl Assignment_Page_03#page1.tif source=Jangl Assignment_Page_04#page1.tif source=Jangl Assignment_Page_05#page1.tif source=Jangl Assignment_Page_06#page1.tif source=Jangl Assignment_Page_07#page1.tif source=Jangl Assignment_Page_08#page1.tif source=Jangl Assignment_Page_09#page1.tif source=Jangl Assignment_Page_10#page1.tif source=Jangl Assignment_Page_11#page1.tif source=Jangl Assignment_Page_12#page1.tif source=Jangl Assignment_Page_13#page1.tif source=Jangl Assignment_Page_14#page1.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is made and entered into as of the 15th day of May, 2008 by and among LiveVideo, Inc., a Delaware corporation (“**Purchaser**”), and Jangl, Inc., a Delaware corporation (“**Seller**”), on the following terms and conditions.

1. Definitions.

1.1 “**Accounts Payable Consideration**” means [REDACTED] which Seller shall use to pay Seller’s normally scheduled accounts payable, subject to reductions, on a dollar-for-dollar basis, equal to (a) the outstanding principal and interest under the [REDACTED] (as defined below) in the event Purchaser, at Purchaser’s sole discretion, either assumes, repays or refinances (with a concurrent elimination of Seller’s payment obligations under) Seller’s loan from [REDACTED], and/or (b) amounts paid by Purchaser to Seller’s vendors (as mutually agreed by Purchaser and Seller) for outstanding obligations at or prior to the Closing Date (as defined below).

1.2 “**Affiliate**” means, with respect to any person, any other person that, directly or indirectly, controls or is controlled by or is under common control with such Person. As used in this definition of “**Affiliate**”, the term “**control**” and any derivatives thereof mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract, or otherwise.

1.3 “**Closing Consideration**” means [REDACTED] shall constitute a reimbursement for Seller’s transaction expenses, including legal expenses.

1.4 “**First User Target**” means at least 8,000,000 Post-Closing Users.

1.5 “**First User Target Consideration**” means [REDACTED]

1.6 “**JV Target Consideration**” means ten percent (10%) of the cash consideration and revenue generated by Purchaser from a Qualified Joint Transaction.

1.7 “**Lien**” means any material pledge, claim, lien, charge, encumbrance or security interest.

1.8 “**Material Adverse Effect**” means any change, effect, event, occurrence or state of facts (or any development that has had or is reasonably likely to have any change or effect) that is, individually or in the aggregate, materially adverse to the business, assets, liabilities, or financial condition of Seller, in the case of Seller, or Purchaser, in the case of Purchaser, or which would prevent or materially delay the consummation of the Transaction; *provided, however*, that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (i) any adverse event, occurrence or development affecting any of the industries in which such person operates generally (to the extent that such events, occurrences or developments do not disproportionately affect such

person as compared to other companies in such industries); (ii) changes, events or occurrences in financial, credit, banking or securities markets (including any disruption thereof); or (iii) any adverse change, event, development or effect arising from or relating to general business or economic conditions which does not relate primarily to Seller or Purchaser.

1.9 **“Material Contract”** means any currently effective contract, agreement or other arrangement to which Seller is a party (other than licenses for open source software products and components that are generally available to the public without charge): (i) pursuant to which Seller receives more than \$15,000 per annum or which has a term extending beyond December 31, 2008 and that can not be terminated without penalty on no more than 90 days prior notice by Seller; (ii) that requires a consent, waiver or other approval in connection with the execution and delivery of this Agreement, the compliance by Seller with any of the provisions hereof, or the consummation of the transactions contemplated hereby or the taking by Seller of any other action contemplated hereby; (iii) that involves the transfer or license of any material Intellectual Property to or from Seller, other than perpetual, paid-up licenses for commonly available software programs with a value of less than \$5,000 per copy under which Seller is the licensee; or (iv) that contains provisions restricting, in any material respect, the development, manufacture or distribution of Seller’s products or services.

1.10 **“Post-Closing Revenue”** means revenue generated by the acquired Business (as defined below) during the twelve (12)-month period after the Closing (as defined below).

1.11 **“Post-Closing Users”** means, with respect to the First User Target, new users generated by the acquired Business during the twelve (12)-month period after the Closing, and, with respect to the Second User Target, new users generated by the acquired Business during the eighteen (18)-month period after the Closing.

1.12 **“Qualified Joint Transaction”** means Purchaser’s entry into a license with respect to the Assets (as defined below), or joint venture agreement for use of the Assets, with an Asian company or business entity.

1.13 **“Revenue Target”** means Post-Closing Revenues of at least [REDACTED]

1.14 **“Revenue Target Consideration”** means [REDACTED]

1.15 **“Second User Target”** means at least 10,000,000 Post-Closing Users.

1.16 **“Second User Target Consideration”** means [REDACTED]

2. **Purchase and Sale of Assets.** On the terms and subject to the conditions set forth in this Agreement, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser, free and clear of all Liens other than the Lien held by [REDACTED] in connection with the [REDACTED] all of Seller’s right, title and interest in, to and under all of the assets of Seller including all assets used in or related to the operation of the Jangl.com website

and the business related thereto (the “**Business**”), as further set forth on Schedule 1 hereto, as the same shall exist on the date hereof, but excluding cash, cash equivalents and accounts receivable as of the date hereof (the “**Assets**”), to have and to hold the same unto Purchaser, its successors and assigns, forever. On the terms and subject to the conditions set forth in this Agreement, Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of all of the Assets from Seller.

3. **Assumption of Liabilities.** In connection with the sale, transfer, conveyance, assignment and delivery of the Assets pursuant to this Agreement, on the terms and subject to the conditions set forth in this Agreement, Purchaser assumes and agrees to pay, perform and discharge when due only those certain obligations of Seller arising in connection with the operation of the Business which are specifically listed on Schedule 2 hereto, as the same shall exist on the date hereof (the “**Assumed Liabilities**”). Purchaser understands and agrees that following the Closing Date Purchaser will be responsible for, and Seller will have no liability for, Assumed Liabilities and the cost of operating the Business, including paying all hosting fees, consulting fees and other costs incurred in connection with operating the Business after the Closing.

4. **Purchase Price.** In consideration for the purchase of the Assets, Purchaser shall pay to Seller:

4.1 On Closing Date, the Closing Consideration;

4.2 During the sixty (60)-day period after the Closing Date, the Accounts Payable Consideration;

4.3 Within five (5) business days of the twelve (12)-month anniversary of the Closing Date and provided that the Revenue Target has been satisfied, the Revenue Target Consideration, provided, however, that Purchaser shall pay to Seller a pro rata portion of the Revenue Target Consideration in the event that the Business generates at least [REDACTED] Post-Closing Revenue;

4.4 Within five (5) business days of the twelve (12)-month anniversary of the Closing Date and provided that the First User Target has been satisfied, the First User Target Consideration, provided, however, that Purchaser shall pay to Seller a pro rata portion of the First User Target Consideration in the event that the Business generates at least 2,000,000 Post-Closing Users;

4.5 Within five (5) business days of the eighteen (18)-month anniversary of the Closing Date and provided that the Second User Target has been satisfied, the Second User Target Consideration, provided, however, that Purchaser shall pay to Seller a pro rata portion of the Second User Target Consideration in the event that the Business generates at least 2,500,000 Post-Closing Users; and

4.6 The JV Target Consideration within five (5) business days of the receipt of cash consideration and revenues from a Qualified Joint Transaction, if any.

No interest will accrue on the Revenue Target Consideration, the User Target Consideration or the JV Target Consideration.

5. **The Closing.** The closing (the “**Closing**”) of the purchase and sale of the Assets shall take place concurrently with the execution of this Agreement. The date of the Closing is referred to herein as the “**Closing Date.**”

6. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as follows:

6.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to carry on the Business as now being conducted. Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of the Business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to have a Material Adverse Effect on Seller.

6.2 Corporate Authority. Seller has the requisite corporate power and authority to enter into this Agreement and to consummate the transaction contemplated hereby (the “**Transaction**”). The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the Transaction have been duly authorized by all necessary corporate action on the part of Seller and no other corporate proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the Transaction. This Agreement has been duly executed and delivered by Seller and (assuming that this Agreement constitutes a valid and binding agreement of Purchaser) constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors’ rights generally and (ii) is subject to general principles of equity.

6.3 Conflicts; Consents of Third Parties.

a. None of the execution and delivery by Seller of this Agreement, the consummation of the Transaction or compliance by Seller with any of the provisions hereof will conflict with, or result in any material breach, violation of or default (with or without notice or lapse of time, or both) under, result in the creation of any Lien, or give rise to a right of acceleration, termination or cancellation under any provision of (i) any Material Contract; or (ii) any applicable law.

b. No material consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification to, any governmental body is required on the part of Seller in connection with the execution and delivery of this Agreement, the compliance by Seller with any of the provisions hereof, the consummation of the transactions contemplated hereby or the taking by Seller of any other action contemplated hereby.

6.4 Consents. No consent, authorization, order or approval of, or filing or registration with, any other person, is required to be made or obtained by Seller, for or in

connection with the execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby.

6.5 Title to the Assets. Seller has full, good, valid and marketable right, title and interest to all of the Assets, free and clear of all mortgages, Liens (including, without limitation, tax liens), conditions, restrictions and obligations, of any type, kind or nature whatsoever, other than licenses in the ordinary course of business (collectively, "Encumbrances"), except for the Lien held by [REDACTED] connection with the [REDACTED]. Seller has the full legal right, power and authority, and any approval required by law, to sell, assign, transfer and deliver the Assets to Purchaser and to make the representations, warranties, covenants and agreements made by Seller under this Agreement. Upon the execution of this Agreement, the Purchaser will acquire full, good, valid and marketable right, title and interest to all of the Assets, free and clear of all Encumbrances, except for the Lien held by [REDACTED] connection with the [REDACTED]. Seller has not entered into any agreements, understandings or undertakings with respect to any of the Assets pursuant to which Seller is or may become obligated, directly or indirectly, to transfer, dispose of, or assign the Assets, or which would result in any third party placing an Encumbrance upon the Assets.

6.6 Material Contracts. Section 6.6 of the Seller Disclosure Memorandum lists, and Seller has delivered to Purchaser true and complete copies of, each contract, agreement or other arrangement to which Seller is a party, including each Material Contract. Seller has not received written notice from any third party alleging that Seller is in violation of or in default under any Material Contract.

6.7 Litigation. Section 6.7 of the Seller Disclosure Memorandum lists all suits, actions or proceeding pending or, to the knowledge of Seller, threatened against Seller that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Seller or the Business, and any judgment, decree, injunction, rule or order of or any investigation or review pending or, to the knowledge of Seller, threatened by any Governmental Entity or arbitrator outstanding against, or with respect to, Seller having, or which, insofar as reasonably can be foreseen, in the future would have, any such effect.

7. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows:

7.1 Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and has the requisite corporate power and authority to carry on its business as now being conducted. Purchaser is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to have a Material Adverse Effect on Purchaser.

7.2 Corporate Authority. Purchaser has the requisite corporate power and authority to enter into this Agreement and to consummate the Transaction. The board of directors of Purchaser has declared this Agreement advisable. The execution, delivery and

performance of this Agreement, and the consummation of the Transaction by Purchaser has been duly authorized by all necessary corporate action on the part of Purchaser and no other corporate proceedings on the part of Purchaser are necessary to authorize this Agreement or to consummate the Transaction. This Agreement has been duly executed and delivered by Purchaser and (assuming that this Agreement constitutes a valid and binding agreement of Seller) constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity.

7.3 Litigation. There is no suit, action or proceeding pending or threatened against Purchaser that would reasonably be expected to prevent or substantially delay the Transaction or otherwise materially impair Purchaser's ability to consummate the Transaction on the terms and conditions provided for herein, nor is there any judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against Purchaser or any Affiliate of Purchaser having, or which, insofar as reasonably can be foreseen, in the future would have, any such effect.

7.4 Conflicts; Consents of Third Parties.

a. None of the execution and delivery by Purchaser of this Agreement, the consummation of the transactions contemplated hereby or compliance by Purchaser with any of the provisions hereof will conflict with, or result in any material breach, violation of or default (with or without notice or lapse of time, or both) under, result in the creation of any Lien, or give rise to a right of acceleration, termination or cancellation under any provision of (i) any Material Contract; or (ii) any applicable law.

b. No material consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification to, any governmental body is required on the part of Purchaser in connection with the execution and delivery of this Agreement, the compliance by Purchaser with any of the provisions hereof, the consummation of the transactions contemplated hereby or the taking by Purchaser of any other action contemplated hereby.

7.5 Consents. No consent, authorization, order or approval of, or filing or registration with, any other person, is required to be made or obtained by Purchaser, for or in connection with the execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby.

8. **Additional Agreements of Parties.**

8.1 Further Assurances. Each of Seller and Purchaser agree to execute such further documents or instruments and to take such other actions as are necessary to transfer the Assets to Purchaser and to otherwise carry out the transactions contemplated by this Agreement and the other agreements referred to herein.

8.2 Transfer of Contracts. Immediate following the Closing, Seller shall use its best efforts to transfer the contracts and agreements included in the Assets. Pending the transfer of such contracts or agreements, the parties will cooperate with each other in any reasonable and lawful arrangements designed to provide to Purchaser all of the benefits under such contracts or agreements.

8.3 Taxes; Other Obligations. Seller shall remain liable for the filing of all tax returns and reports and for the payment of all federal, state, local and foreign taxes of Seller relating to the operation of the Business or to the Assets for all periods prior to the Closing Date and Seller shall remain so liable for the payment of all taxes attributable to or relating to the consummation of the transactions contemplated herein. Purchaser shall be liable for the filing of all tax returns and reports and for the payment of all federal, state, local and foreign taxes of relating to the operation of the Business or to the Assets for any period ending after the Closing Date. Unless expressly assumed by Purchaser, Seller shall be responsible for the payment of any and all obligations of the Business or related to the Assets, including all employee or consultant related expenses, incurred prior to the Closing Date, regardless of when such obligation are due and payable. If any such obligations are not so paid or provided for, or if Purchaser reasonably determines that failure to make any payments will impair Purchaser's use or enjoyment of the Assets or conduct of the Business, Purchaser may, at any time after the Closing, elect to pay any or all of such obligations of Seller directly (but will have no obligation to do so) and treat such payment as Damages under this Agreement so that Buyer will be entitled to exercise the remedies available to it under this Agreement.

9. **Miscellaneous.**

9.1 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given

if to Seller, to:

Jangl, Inc.
6601 Owens Drive, #240
Pleasanton, California, 94588
Attn: Chris Hadsell
Fax: 925-416-1804

with a copy (which shall not constitute notice) to:

Pillsbury Winthrop Shaw Pittman LLP
2475 Hanover Street
Palo Alto, California 94304-1114
Attention: Tom C. Thomas
Fax: 650-233-4652

if to Purchaser, to:

LiveVideo, Inc.
9255 Sunset Boulevard, Suite 1010

West Hollywood, California 90069
Attn: Kristin Schuh
Fax: 310-550-5911

with a copy (which shall not constitute notice) to:

Stubbs Alderton & Markiles, LLP
15260 Ventura Boulevard, 20th Floor
Sherman Oaks, California 91403
Attention: Scott Galer
Fax: 818-444-4520

or such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

9.2 No Waivers. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto.

9.4 Amendment; Waiver. This Agreement may be amended only by a written agreement executed by Purchaser and Seller.

9.5 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of California, without regard to the conflicts of law rules of such state. The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within Los Angeles County, California over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other

jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by the mailing of a copy thereof in accordance with the provisions of Section 9.2.

9.6 Counterparts; Effectiveness; Benefit. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Execution of this Agreement may be made by facsimile or electronic signature which, for all purposes, shall be deemed to be an original signature.

9.7 Headings. The section and subsection headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties.

9.8 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

9.9 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal or state court located in the State of California, in addition to any other remedy to which they are entitled at law or in equity.

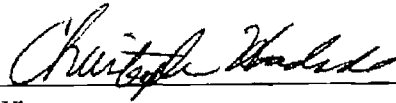
9.10 Expenses. Subject to Section 4.1, each party shall pay its own costs and expenses, including, without limitation, the fees and expenses of their respective counsel and financial advisors.

9.11 Entire Agreement. This Agreement, including the other agreements and schedules to be entered into in connection with the transactions contemplated by this Agreement, constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof and there are no other agreements or understandings, written or oral, in effect between the parties relating to such subject matter except as expressly referred to herein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed as an instrument under seal as of the date first set forth above.

JANGL, INC.



By:
Its:

LIVEVIDEO, INC.

By:
Its:

IN WITNESS WHEREOF, this Asset Purchase Agreement has been executed as an instrument under seal as of the date first set forth above.

JANGL, INC.

By:

Its:

LIVEVIDEO, INC.



By: Kristin Schmitt

Its: Secretary

SCHEDULE 1

PURCHASED ASSETS

1. The website “jangl.com”, including the domain name, images, scripts, HTML templates, general look and feel and all other Intellectual Property and goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions.

2. The following agreements:

Agreement	Date
[REDACTED] (including Addendum)	October 25, 2007
J [REDACTED]	October 24, 2007
J [REDACTED]	June 12, 2007
J [REDACTED]	January 25, 2007
J [REDACTED]	November 27, 2007
J [REDACTED]	October 25, 2006
[REDACTED]	November 2, 2007
[REDACTED]	October 4, 2007
[REDACTED]	February 25, 2008
[REDACTED]	November 1, 2007
[REDACTED]	February 19, 2008
[REDACTED]	March 29, 2007
V [REDACTED] Inc.	December 18, 2007
[REDACTED] c.	April 5, 2007
M [REDACTED] d Jangl, Inc.	September 26, 2006
M [REDACTED]	June 2, 2006
S [REDACTED]	June 22, 2007

[REDACTED]	September 1, 2006
[REDACTED]	March 9, 2007
[REDACTED]	January 1, 2008
[REDACTED]	November 27, 2007
[REDACTED]	April 10, 2007
[REDACTED]	December 30, 2005
[REDACTED]	June 23, 2007
[REDACTED]	February 20, 2008
[REDACTED]	April 3, 2006
[REDACTED]	August 13, 2006

SCHEDULE 2

ASSUMED LIABILITIES

All contractual obligations under the agreements included in the Assets (other than obligations or liabilities resulting from a breach of any such agreements by the Seller prior to the Closing Date).