

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/31/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Firstdoor.com, Inc.		10/31/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Enwisen, Inc.
Street Address:	7250 Redwood Blvd, Suite 109
City:	Novato
State/Country:	CALIFORNIA
Postal Code:	94945
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76373819	ANSWERSOURCE

CORRESPONDENCE DATA

Fax Number: (415)897-3863
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4158970728
 Email: john@enwisen.com
 Correspondent Name: John McLaughlin
 Address Line 1: 7250 Redwood Blvd, Suite 109
 Address Line 4: Novato, CALIFORNIA 94945

NAME OF SUBMITTER:	John McLaughlin
Signature:	/John McLaughlin/
Date:	02/23/2009

OP \$40.00 76373819

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

**by and between
Enwisen, Inc.
A Delaware Corporation
as Purchaser**

**and
Firstdoor, Inc.
A Delaware Corporation
As Seller**

October 31, 2003

ASSET PURCHASE AGREEMENT
Firstdoor Inc. October 313, 2003

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“Real Property” shall mean all real property owned or leased by or used, or intended by the Seller for use, in connection with the Business, together with all buildings, improvements, fixtures, easements, licenses, options, insurance proceeds and condemnation awards and all other rights of the Seller in or appurtenant thereto.

“Regulations” shall mean any laws, statutes, ordinances, regulations, rules, notice requirements, court decisions, agency guidelines, principles of law and orders of any foreign, federal, state or local government and any other governmental department or agency, and including without limitation Environmental Laws, energy, motor vehicle safety, public utility, zoning, building and health codes, occupational safety and health regulations, and laws respecting employment practices, employee documentation, terms and conditions of employment and wages and hours.

“Representative” with respect to any Person shall mean any officer, director, principal, attorney, agent, employee or other representative of such Person.

“Seller” shall have the meaning set forth in the preamble of this Agreement.

“Tax” or **“Taxes”** shall mean any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“Taxpayers” shall have the meaning set forth in Section 3.21(a) of this Agreement.

“Tax Returns” shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Trademarks” shall mean registered trademarks, registered service marks, trademark and service mark applications and unregistered trademarks and service marks.

ARTICLE II.

PURCHASE AND SALE OF ASSETS

2.1 **Transfer of Assets.** Upon the terms and subject to the conditions contained in this Agreement, at the Closing the Seller shall sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser shall acquire from the Seller, free and clear of all Encumbrances, all of the Seller’s right, title and interest in the name of the Seller “Firstdoor, Inc.”, to the goodwill of the Seller and to all of the properties and assets and rights of any kind, whether tangible or intangible, real or personal, of Seller unless otherwise set out in Exhibit C Excluded Assets and all Liabilities pursuant to Section 2.2 of this Agreement. Such Purchased Assets are substantially set out in Exhibit D (collectively, the “Purchased Assets”), including:

(a) all accounts and notes receivable (whether current or noncurrent), refunds, deposits, prepayments or prepaid expenses (including without limitation any prepaid insurance premiums) of the Seller;

(b) all of the Seller's rights under the Contracts (the "Contract Rights") including contracts to provide goods and services, licenses, distribution agreements and any other agreements;

(c) fixed assets within Seller;

(d) the Seller's rights under the Leases;

(e) leasehold improvements;

(f) the right to use the Seller's name and the Seller's trademarks

(g) all rights under any government or other grants held by the Seller;

(h) books and records related to the Purchased Assets;

(i) the Seller's equipment, tools, fixtures, vehicles, office furniture, office supplies, telephone systems, voicemail systems, alarm systems and other tangible assets related to or used in connection with the Business;

(j) the Proprietary Rights;

(k) the supplies, sales literature, catalogues, brochures, promotional literature, customer, supplier and distributor lists, art work, display units, other marketing materials, telephone and fax numbers and purchasing records related to the Business;

(l) all computers and software related to the Business;

(m) the Seller's insurance policies, to the extent assignable;


(n) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind, against any person or entity, including without limitation any liens, security interests, pledges or other rights to payment or to enforce payment in connection with products delivered by the Seller on or prior to the Closing Date;

2.2 Assumption of Liabilities. The Purchaser shall assume all Liabilities of the Seller. Such Liabilities are substantially set out in Schedule 2.2 of the Disclosure Schedule. Other than the Liabilities, there shall be no other liabilities assumed by Purchaser. Purchaser shall not receive any employees, employment contracts, employment plans or severance agreements of the Seller; provided, however, that the Purchaser is hiring certain employees of the

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf all as of the day and year first above written.

PURCHASER:

ENWISEN, INC.

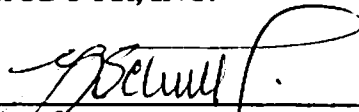


By: *WALLY SMITH*
Title: *CEO + PRESIDENT*

SELLER:

COMPANY:

FIRSTDOOR, INC.



By: *EUGENE R. SCHUTT*
Title: *President, CEO + Vice Chairman*