

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |  |                       |
|----------------------------------|--|--|-----------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT                               |                       |
| <b>NATURE OF CONVEYANCE:</b>     |  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                       |
| <b>CONVEYING PARTY DATA</b>      |  |  |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>                        | <b>Entity Type</b>    |
| Shoom, Inc.                      | FORMERLY Located at 2435 Military Ave., Los Angeles, CA 90064                        | 09/30/2009                                   | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |  |                       |
| <b>Name:</b>                     | Shoom, Inc.  |  |                       |
| <b>Street Address:</b>           | 6345 Balboa Blvd.  |  |                       |
| <b>City:</b>                     | Encino   |  |                       |
| <b>State/Country:</b>            | CALIFORNIA   |  |                       |
| <b>Postal Code:</b>              | 91316  |  |                       |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |  |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |  |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                             |                       |
| <b>Registration Number:</b>      | 2517126  | SHOOM.NET                                    |                       |
| <b>CORRESPONDENCE DATA</b>       |  |  |                       |
| <b>Fax Number:</b>               | (650)327-3231  |  |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                       |
| <b>Email:</b>                    | doCKET@boZpat.com  |  |                       |
| <b>Correspondent Name:</b>       | Gina C. Freschi  |  |                       |
| <b>Address Line 1:</b>           | 1900 University Ave., STE 200  |  |                       |
| <b>Address Line 2:</b>           | Bozicevic, Field & Francis LLP SHOM-T008   |  |                       |
| <b>Address Line 4:</b>           | East Palo Alto, CALIFORNIA 94303   |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | SHOM-T008  |  |                       |
| <b>NAME OF SUBMITTER:</b>        | Gina C. Freschi  |  |                       |
| <b>Signature:</b>                | /Gina C. Freschi/  |  |                       |

OP \$40.00 2517126

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**TRADEMARK  
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Date:

09/30/2009

**Total Attachments: 25**

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## Asset Purchase Agreement

This Asset Purchase Agreement (this “Agreement”) is entered into among Shoom, Inc., a Delaware corporation (the “Company”), Shoom.net, LLC, a California limited liability company (“Shoom”), and Transdata International, Inc., a Delaware corporation (“TDI”), effective as of December 31, 2000 (the “Effective Date”). TDI and Shoom are sometimes referred to in this Agreement jointly as the “Sellers” and individually as a “Seller”.

### Background

A. The Company has been formed to pursue the business of providing services to advertisers, via the Internet, to facilitate advertisement ordering, placement, preflight, delivery, proof of publication, settlement and research (the “Company Business”).

B. TDI, as a part of its business, is engaged in providing the above services (the “TDI Fulfillment Business”).

C. Shoom’s business consists of providing web hosting, web site development services, web site maintenance services, and communications consulting services (the “Shoom Business”).

D. Under the terms and conditions of this Agreement, Shoom and TDI will each transfer to the Company certain assets useful in the Company Business, in consideration for the issuance of shares of common stock of the Company.

### Agreement

In consideration of the above Background, and the mutual representations, warranties, and covenants below, the parties agree as follows:

**1. DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings:

“Company Business” shall have the meaning defined in the Background to this Agreement.

“Proprietary Rights” means proprietary or intellectual property rights of any nature including but not limited to rights under copyright, patent, trademark, and trade secret laws, throughout the world.

“Shoom Assets” means the assets described on Exhibit B. The Shoom Assets are grouped into categories on Exhibit B and portions of the Shoom Assets may be referred to in this Agreement by referring to the category to which they are assigned on Exhibit B (e.g. “Shoom Contracts”, “Shoom Equipment”, etc.).

“Shoom Business” shall have the meaning defined in the Background to this Agreement.

“Seller” means either Shoom or TDI, individually, and “Sellers” means TDI and Shoom, jointly.

“TDI Assets” means the assets described on Exhibit A. The TDI Assets are grouped into categories on Exhibit A and portions of the TDI Assets may be referred to in this Agreement by referring to the category to which they are assigned on Exhibit A (e.g. “TDI Contracts”, “TDI Equipment”, etc.).

“TDI Fulfillment Business” shall have the meaning defined in the Background to this Agreement.

## **2. PURCHASE AND SALE OF TDI ASSETS.**

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing, TDI will sell, assign, transfer, convey, and deliver to the Company, and the Company will purchase from TDI, all of TDI’s right, title and interest in and to the TDI Assets, including the Proprietary Rights relating to the TDI Assets.

2.2 Timing of Assignment of Contracts. To the extent permitted by the terms of the Contracts and by applicable law, all of the Contracts shall be assigned to the Company as of the Closing Date. With respect to any Contract which requires the consent of the other party to be assigned to the Company, (i) TDI agrees to use its best efforts to obtain such consent in writing prior to the Closing, (ii) if such written consent is not obtained prior to the Closing, TDI shall continue to use its best efforts to obtain such written consent after the Closing, and (iii) such Contract shall be assigned to the Company only after the required consent from the other party is obtained.

2.3 Assumption of Liabilities. The Company assumes and agrees to perform all of the obligations and duties of TDI that arise after the Closing Date under the Contracts that are assigned by TDI to the Company pursuant to this Agreement. Notwithstanding the above, with respect to any Contract that is not assigned to the Company until a date after the Closing Date, (i) the Company assumes and agrees to perform all of the obligations and duties of TDI that arise under such Contract after the date such Contract is assigned to the Company, (ii) the Company shall be entitled to receive any revenue generated under such Contract for services rendered by TDI after the Closing Date, and (iii) the Company shall reimburse TDI for all costs and expenses incurred by TDI in connection with the Contract from the Closing Date to the date such Contract is assigned to the Company.

2.4 No Assumption of Other Liabilities. Except as expressly provided in Section 2.3 above, the Company does not assume any debt, obligation or liability of TDI of any nature. Without limiting the generality of the foregoing, the Company shall not assume, and shall not be required to pay, the following liabilities of TDI:

(a) Any sales taxes imposed on TDI as a result of the sale of the TDI Assets to the Company under this Agreement, and any other federal, state, local or foreign income, sales, franchise, or other taxes imposed on TDI;

(b) Any costs or expenses incurred by TDI incident to or arising from the consummation of the transactions contemplated by this Agreement;

(c) Any obligations or liabilities of TDI under any employee stock purchase or stock option plans or agreements, under any other employee benefit, profit-sharing, pension or retirement plan or under any employment agreements;

(d) Any liabilities resulting from claims, actions, suits or proceedings that are related to or arise out of TDI’s conduct of the TDI Fulfillment Business prior to the Closing Date.

2.5 Value of Assets. The parties agree that the TDI Assets have a total value of \$1,500,000, allocated as follows:

|                                      |                |
|--------------------------------------|----------------|
| Fixed Assets:                        | \$150,000      |
| Other Current Assets:                | \$47,000       |
| Contracts:                           | \$750,000      |
| Capitalized Organizational Expenses: | \$300,000      |
| Software:                            | \$250,000      |
| TDI Cash                             | \$3,000        |
| TOTAL:                               | \$1,500,000.00 |

TDI and the Company agree to treat, account and report this transaction in accordance with the foregoing allocation for internal accounting purposes and with respect to any returns filed with federal, state or local tax authorities.

2.6 Issuance of Shares in Consideration for Transfer of TDI Assets. As full consideration for the assignment and transfer of the TDI Assets to the Company pursuant to this Agreement, the Company shall issue to TDI, on the Closing Date, a total of nine million (9,000,000) shares of the Company's common stock (the "TDI Shares"). The value of the TDI Assets, net of the TDI Liabilities assumed by the Company, is \$1,500,000. Accordingly, the TDI Shares shall have a value of \$0.167 per Share.

2.7 Ad Express Canada. Notwithstanding the assignment to the Company of the mark "Ad Express," the parties acknowledge that TDI has a subsidiary incorporated in Canada under the name "Ad Express Canada" (the "Subsidiary") and that the Subsidiary uses the mark "Ad Express" in connection with its business. The Company agrees that the Subsidiary shall be permitted to continue to use such mark for a reasonable period of time until the Subsidiary adopts a new name and a new trademark and/or service marks in connection with its business.

### **3. PURCHASE AND SALE OF SHOOM ASSETS.**

3.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing, Shoom will sell, assign, transfer, convey, and deliver to the Company, and the Company will purchase from Shoom, all of Shoom's right, title and interest in and to the Shoom Assets, including the Proprietary Rights relating to the Shoom Assets.

3.2 Timing of Assignment of Contracts. To the extent permitted by the terms of the Contracts and by applicable law, all of the Contracts shall be assigned to the Company as of the Closing Date. With respect to any Contract which requires the consent of the other party to be assigned to the Company, (i) Shoom agrees to use its best efforts to obtain such consent in writing prior to the Closing, (ii) if such written consent is not obtained prior to the Closing, Shoom shall continue to use its best efforts to obtain such written consent after the Closing, and (iii) such Contract shall be assigned to the Company only after the required consent from the other party is obtained.

3.3 Assumption of Liabilities. The Company assumes and agrees to perform all of the obligations and duties of Shoom that arise after the Closing Date under the Contracts that are assigned by Shoom to the Company pursuant to this Agreement. Notwithstanding the above, with respect to any Contract that is not assigned to the Company until a date after the Closing Date, (i) the Company assumes and agrees to perform all of the obligations and duties of Shoom that arise under such Contract after the date such Contract is assigned to the Company, (ii) the Company shall be entitled to receive any revenue generated under such Contract for services rendered by Shoom after the Closing Date, and (iii) the Company shall reimburse Shoom for all costs and expenses incurred by Shoom in connection with the Contract from the

Closing Date to the date such Contract is assigned to the Company.

3.4 No Assumption of Other Liabilities. Except as expressly provided in Section 3.3 above, the Company does not assume any debt, obligation or liability of Shoom of any nature. Without limiting the generality of the foregoing, the Company shall not assume, and shall not be required to pay, the following liabilities of Shoom:

- (a) Any sales taxes imposed on Shoom as a result of the sale of the Shoom Assets to the Company under this Agreement, and any other federal, state, local or foreign income, sales, franchise, or other taxes imposed on Shoom;
- (b) Any costs or expenses incurred by Shoom incident to or arising from the consummation of the transactions contemplated by this Agreement;
- (c) Any obligations or liabilities of Shoom under any employee equity purchase or equity option plans or agreements, under any other employee benefit, profit-sharing, pension or retirement plan or under any employment agreements;
- (d) Any liabilities resulting from claims, actions, suits or proceedings that are related to or arise out of Shoom's conduct of the Shoom Business prior to the Closing Date.

3.5 Value of Assets. The parties agree that the Shoom Assets have a total value of \$500,000, allocated as follows:

|                       |              |
|-----------------------|--------------|
| Fixed Assets:         | \$50,000     |
| Other Current Assets: | \$19,000     |
| Contracts:            | \$430,000    |
| Shoom Cash:           | \$1,000      |
| TOTAL:                | \$500,000.00 |

Shoom and the Company agree to treat, account and report this transaction in accordance with the foregoing allocation for internal accounting purposes and with respect to any returns filed with federal, state or local tax authorities.

3.6 Issuance of Shares in Consideration for Transfer of Shoom Assets. As full consideration for the assignment and transfer of the Shoom Assets to the Company pursuant to this Agreement, the Company shall issue to Shoom, on the Closing Date, a total of three million (3,000,000) shares of the Company's common stock (the "Shoom Shares"). Accordingly, the Shoom Shares shall have a value of \$0.167 per Share.

2.7 Use of Name. After the transfer of the Shoom Asset to the Company under this Agreement, Shoom agrees not to conduct business under the mark "Shoom" or any confusingly similar mark, except during a reasonable period of time necessary for winding up its business under that name.

#### 4. CLOSING.

The sale and purchase of the TDI Assets and the Shoom Assets provided for in this Agreement shall be consummated simultaneously at a closing (the "Closing"), which shall be held at the principal office of TDI. The Closing shall take place at 2:00 p.m. on December 31., 2000 (the "Closing Date"), or at such other date and time as the parties may agree upon in writing.

## 5. REPRESENTATIONS AND WARRANTIES OF TDI.

Except as otherwise indicated in the TDI Schedule of Exceptions attached to this Agreement as Exhibit C, TDI represents and warrants to the Company, and to Shoom, as follows:

5.1 Organization and Good Standing. TDI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified and in good standing as a foreign corporation in all jurisdictions in which the conduct of its business or ownership of its assets requires such qualification.

5.2 Validity of Sale and Transfer. The execution and delivery of this Agreement and the sale, transfer and other actions contemplated by this Agreement have been duly authorized by the board of directors of TDI. Such authorization is the only authorization on its part required under applicable law or by TDI's certificate of incorporation or bylaws, and TDI has the corporate power to consummate the transactions contemplated by this Agreement, and such execution, delivery, transfer and other actions contemplated by this Agreement will not constitute a violation of applicable law, or conflict with, constitute a default under, or result in a breach or the acceleration of any provision of any of the TDI Contracts that are assigned to the Company pursuant to this Agreement, or constitute a violation of any statute, rule, or regulation applicable to TDI. This Agreement, when executed and delivered, will constitute the valid and binding obligation of TDI enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights.

5.3 Title to Assets. TDI is the legal owner of the TDI Assets, and has good and marketable title to, and the absolute power and right to sell, assign, transfer and deliver the TDI Assets, free and clear of all liens, pledges, mortgages, security interests, or other encumbrances or charges of any kind. TDI has no knowledge of any default, or any claimed, purported or alleged default, or any state of facts which with notice or lapse of time, or both, would constitute a default, of any material obligation on the part of TDI or any other party to be performed under the TDI Contracts assigned to the Company pursuant to this Agreement.

5.4 Litigation. There is no dispute, claim, action, suit, proceeding, arbitration or governmental investigation, either administrative or judicial, pending or to the knowledge of TDI threatened against or related to the TDI Fulfillment Business or the TDI Assets. TDI is not in default with respect to any order, writ, injunction or decree of any court or governmental department, commission, board, bureau, agency or instrumentality applicable to the TDI Fulfillment Business or TDI Assets.

5.5 Absence of Undisclosed Liabilities. There are no liabilities or obligations of TDI enforceable against the TDI Assets other than liabilities and obligations disclosed in this Agreement.

5.6 Compliance with Laws. TDI has complied with and is not in default under, or in violation of, any laws, ordinances, rules, regulations or orders (including, without limitation, any environmental or health or safety laws, rules or regulations) applicable to its operation of the TDI Fulfillment Business, which default or violation could materially adversely affect the Company's operation of the Company Business.

5.7 Infringement of Proprietary Rights. None of the TDI Assets infringe or interfere with the Proprietary Rights of any third party and TDI has not received any notice alleging that any of the TDI Assets infringes or interferes with the Proprietary Rights of any third party. To the knowledge of TDI, no

third party has infringed upon or misappropriated any Proprietary Rights relating to any of the TDI Assets.

5.8 Third Party and Government Consents. No consents, approvals, waivers or authorizations of third parties or governments or governmental agencies are necessary for the consummation of the transactions contemplated by this Agreement, other than consents to the assignment of certain of the TDI Contracts.

5.9 Condition of Equipment. The TDI Equipment is in good operating condition and repair.

5.10 Investigation. TDI (i) has reviewed such of Shoom's records and documents as TDI deemed necessary prior to entering into this Agreement, (ii) has made such independent investigations as TDI deemed necessary concerning the Shoom Business and the Shoom Assets to be sold to the Company pursuant to this Agreement, (iii) has had an opportunity to ask questions of and receive answers from members of Shoom management concerning the contents of Shoom's records and documents, and the operations and affairs of Shoom relating to the Shoom Business and Shoom Assets. TDI represents and acknowledges that, in connection with TDI entering into this Agreement, TDI is not relying upon any representations or warranties of Shoom or its management other than the representations and warranties made by Shoom in this Agreement.

## **6. REPRESENTATIONS AND WARRANTIES OF SHOOM.**

Except as otherwise indicated in the Shoom Schedule of Exceptions attached to this Agreement as Exhibit D, Shoom represents and warrants to the Company, and to TDI, as follows:

6.1 Organization and Good Standing. Shoom is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California and is duly qualified and in good standing as a foreign company in all jurisdictions in which the conduct of its business or ownership of its assets requires such qualification.

6.2 Validity of Sale and Transfer. The execution and delivery of this Agreement and the sale, transfer and other actions contemplated by this Agreement have been duly authorized by the managers of Shoom and the members of Shoom. Such authorizations are the only authorizations on its part required under applicable law or by Shoom's certificate of organization or operating agreement, and Shoom has the power to consummate the transactions contemplated by this Agreement, and such execution, delivery, transfer and other actions contemplated by this Agreement will not constitute a violation of applicable law, or conflict with, constitute a default under, or result in a breach or the acceleration of any provision of any of the Shoom Contracts that are assigned to the Company pursuant to this Agreement, or constitute a violation of any statute, rule, or regulation applicable to Shoom. This Agreement, when executed and delivered, will constitute the valid and binding obligation of Shoom enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights.

6.3 Title to Assets. Shoom is the legal owner of the Shoom Assets, and has good and marketable title to, and the absolute power and right to sell, assign, transfer and deliver the Shoom Assets, free and clear of all liens, pledges, mortgages, security interests, or other encumbrances or charges of any kind. Shoom has no knowledge of any default, or any claimed, purported or alleged default, or any state of facts which with notice or lapse of time, or both, would constitute a default, of any material obligation on the part of Shoom or any other party to be performed under the Shoom Contracts assigned to the Company pursuant to this Agreement.



6.4 Litigation. There is no dispute, claim, action, suit, proceeding, arbitration or governmental investigation, either administrative or judicial, pending or to the knowledge of Shoom threatened against or related to the Shoom Business or the Shoom Assets. Shoom is not in default with respect to any order, writ, injunction or decree of any court or governmental department, commission, board, bureau, agency or instrumentality applicable to the Shoom Business or Shoom Assets.

6.5 Absence of Undisclosed Liabilities. There are no liabilities or obligations of Shoom enforceable against the Shoom Assets other than liabilities and obligations disclosed in this Agreement.

6.6 Compliance with Laws. Shoom has complied with and is not in default under, or in violation of, any laws, ordinances, rules, regulations or orders (including, without limitation, any environmental or health or safety laws, rules or regulations) applicable to its operation of the Shoom Business, which default or violation could materially adversely affect the Company's operation of the Company Business.

6.7 Infringement of Proprietary Rights. None of the Shoom Assets infringe or interfere with the Proprietary Rights of any third party and Shoom has not received any notice alleging that any of the Shoom Assets infringes or interferes with the Proprietary Rights of any third party. To the knowledge of Shoom, no third party has infringed upon or misappropriated any Proprietary Rights relating to any of the Shoom Assets.

6.8 Third Party and Government Consents. No consents, approvals, waivers or authorizations of third parties or governments or governmental agencies are necessary for the consummation of the transactions contemplated by this Agreement, other than consents to the assignment of certain of the Shoom Contracts.

6.9 Condition of Equipment. The Shoom Equipment is in good operating condition and repair.

6.10 Investigation. Shoom (i) has reviewed such of TDI's records and documents as Shoom deemed necessary prior to entering into this Agreement, (ii) has made such independent investigations as Shoom deemed necessary concerning the TDI Fulfillment Business and the TDI Assets to be sold to the Company pursuant to this Agreement, (iii) has had an opportunity to ask questions of and receive answers from members of TDI management concerning the contents of TDI's records and documents, and the operations and affairs of TDI relating to the TDI Fulfillment Business and TDI Assets. Shoom represents and acknowledges that, in connection with Shoom entering into this Agreement, Shoom is not relying upon any representations or warranties of TDI or its management other than the representations and warranties made by TDI in this Agreement.

## **7. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLERS IN CONNECTION WITH ACQUISITION OF SHARES.**

In connection with their acquisition of the Shares pursuant to this Agreement, each Seller represents and warrants to the Company, and covenants, as follows:

7.1 Acknowledgment of Risk. The Sellers acknowledge that the Company is recently formed, has no history of earnings or operations, has no assets other than the TDI Assets and Shoom Assets to be acquired from TDI and Shoom pursuant to this Agreement, and that there is a substantial risk of loss of their entire investment in the Shares.

7.2 Acquisition for Own Account. Each Seller represents that the Shares to be acquired by such Seller under this Agreement will be acquired for such Seller's own account, for investment, and not with a view to or

for sale in connection with any distribution of the Shares within the meaning of the Federal Securities Act of 1933 (the "Securities Act") or the California Corporate Securities Law of 1968 (the "Securities Law").

7.3 Corporate Securities Law. Each Seller represents and warrants to the Company that the Seller is an "Accredited Investor" as that term is defined in Rule 501 of Regulation D under the Securities Act. Each Seller further represents and warrants to the Company that the persons making the decision to accept the Shares on behalf of such Seller have a preexisting personal or business relationship with certain officers and/or directors of the Company, of a nature and duration sufficient to make such Seller aware of the character, business acumen and general business and financial circumstances of the Company and/or such officers and directors. Each Seller further represents to the Company that, by reason of its business or financial experience, such Seller is capable of evaluating the merits and risks of accepting the Shares and has the capacity to protect its own interests in connection with the acquisition of the Shares.

7.4 No Registration. Each Seller understands that the Shares will not be registered under the Securities Act or qualified under the Securities Law or the laws of any other state, on the grounds that the issuance provided for in this Agreement, based upon the representations of the Sellers, is exempt from such registration and qualification.

7.5 Restricted Securities. Each Seller understands that the Shares will constitute restricted securities within the meaning of Rule 144 under the Securities Act and that such Shares must be held indefinitely unless they are subsequently registered or an exemption from such registration is available.

7.6 Corporate Domicile. Each Seller represents that its principal place of business is located in the State of California.

7.7 Restrictive Legends. Each Seller acknowledges that the certificates representing the Shares will bear legends substantially in the following form, in addition to any other legends required under applicable securities laws or by any other agreement to which the Sellers are parties:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 (THE "ACT") OR QUALIFIED OR REGISTERED UNDER THE CALIFORNIA CORPORATE SECURITIES LAW OF 1968, OR THE SECURITIES LAWS OF ANY OTHER STATE (THE "LAWS"). THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND NEITHER SAID SHARES NOR ANY INTEREST THEREIN MAY BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SHARES UNDER THE ACT AND QUALIFICATION OR REGISTRATION UNDER THE LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED AS TO SAID SALE OR OFFER.

7.8 Market Standoff. Each Seller agrees in connection with any registration of the Company's securities under the Securities Act that, upon the request of the Company or the underwriters managing any registered public offering of the Company's securities, the Seller will not sell or otherwise dispose of any Shares without the prior written consent of the Company or such managing underwriters, as the case may be, for a period of time (not to exceed 180 days) after the effective date of such registration requested by such managing underwriters and subject to all restrictions as the Company or the managing underwriters may specify for shareholders generally. Each Seller acknowledges that the certificate representing the Shares will bear a legend referring to the above restriction, and that such restriction will be binding on any transferees of the Shares.

## **8. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.**

The Company represents and warrants to TDI and Shoom as follows:

8.1 Organization and Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is, or prior to the Closing Date will be, duly qualified and in good standing as a foreign corporation in all jurisdictions in which the conduct of its business or ownership of its assets requires such qualification.

8.2 Validity of Sale and Transfer. The execution and delivery of this Agreement and the sale, transfer and other actions contemplated by this Agreement have been duly authorized by the board of directors of the Company, which is the only authorization on its part required under applicable law or by the Company's certificate of incorporation or bylaws, and the Company has the corporate power to consummate the transactions contemplated by this Agreement. This Agreement, when executed and delivered, will constitute the valid and binding obligation of the Company enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights.

8.3 Capitalization. The authorized capital stock of the Company consists of 20,000,000 shares of Common Stock. No shares of capital stock are outstanding. There are no outstanding rights, options, warrants, conversion rights, or agreements for the purchase or acquisition from the Company of any shares of its capital stock, except pursuant to this Agreement. Each Seller acknowledges, however, that in the future the Company shall be entitled to issue additional shares of its common and/or preferred stock to employees, consultants, investors, strategic partners, and others, at such prices and on such terms and conditions as the Company deems appropriate, subject only to such consents and approvals of the board of directors and stockholders as may be required by law, by the Company's certificate of incorporation or bylaws, and by the terms of any agreement to which the Company is a party.

## **9. CONDITIONS PRECEDENT TO CLOSING.**

9.1 Conditions Precedent to Obligations of the Parties. The obligation of each party to proceed with the Closing under this Agreement is subject to the fulfillment of each of the following conditions at or prior to the Closing, and each party shall use its best efforts to insure that each such condition is fulfilled:

(a) All representations and warranties of the other parties in this Agreement, and in any document delivered by the other parties pursuant to this Agreement, shall be true and correct as of the Closing Date as if made on that date.

(b) All obligations required by the terms of this Agreement to be performed by the other parties at or before the Closing shall have been duly and properly performed.

(c) All documents required to be delivered by the other parties at or prior to the Closing shall have been so delivered.

## **10. OBLIGATIONS AT CLOSING.**

10.1 TDI's Obligations at Closing. At the Closing, TDI will deliver to the Company:

(a) Assignments of all TDI Contracts that will be assigned to the Company as of the

Closing Date, as provided in this Agreement; assignments of other TDI Contracts shall be delivered to the Company as such assignments are obtained;

(b) The original executed TDI Contracts assigned to the Company as of the Closing Date or, if unavailable, photocopies thereof; the originals or copies of other TDI Contracts shall be delivered to the Company promptly upon assignment of such TDI Contracts to the Company;

(c) Master copies of the source code to TDI Software, in such form as the Company may reasonably request.

(d) The TDI Equipment, TDI Furniture and TDI Fixtures, and TDI Miscellaneous Assets;

(e) All other TDI Assets;

(f) Such other deeds, bills of sale, assignments, titles, instruments of conveyance, and other documents as the Company shall reasonably request to evidence and effect the assignment and transfer of the TDI Assets to the Company, and the Proprietary Rights relating thereto; and

(g) a check in the amount of the TDI Cash, payable to the Company.

(h) the license agreements relating to the third-party software used by TDI in the TDI Fulfillment Business.

10.2 Shoom's Obligations at Closing. At the Closing, Shoom will deliver to the Company:

(a) Assignments of all Shoom Contracts that will be assigned to the Company as of the Closing Date, as provided in this Agreement; assignments of other Shoom Contracts shall be delivered to the Company as such assignments are obtained;

(b) The original executed Shoom Contracts assigned to the Company as of the Closing Date or, if unavailable, photocopies thereof; the originals or copies of other Shoom Contracts shall be delivered to the Company promptly upon assignment of such Shoom Contracts to the Company;

(c) Master copies of the source code to Shoom Software, in such form as the Company may reasonably request.

(d) The Shoom Equipment, Shoom Furniture and Shoom Fixtures, and Shoom Miscellaneous Assets;

(e) All other Shoom Assets;

(f) Such other deeds, bills of sale, assignments, titles, instruments of conveyance, and other documents as the Company shall reasonably request to evidence and effect the assignment and transfer of the Shoom Assets to the Company, and the Proprietary Rights relating thereto; and

(g) a check in the amount of the Shoom Cash, payable to the Company.

(h) the license agreements relating to the third-party software used by Shoom in the Shoom Business.

10.3 The Company's Obligations at Closing. At the Closing, the Company (i) will deliver to TDI a certificate representing the TDI Shares to be issued to TDI pursuant to this Agreement, registered to TDI, and (ii) will deliver to Shoom a certificate representing the Shoom Shares to be issued to Shoom pursuant to this Agreement, registered to Shoom. Such certificates will be placed in escrow pursuant to the terms of Section 12.3(i) of this Agreement.

## 11. INDEMNIFICATION.

11.1 Indemnification by TDI. TDI shall defend, indemnify and save the Company, and the Company's officers, directors, agents, and affiliates, harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney fees) they may incur, arising out of or relating to:

- (a) any and all debts, liabilities and obligations of, or claims against, TDI not expressly assumed by the Company under this Agreement; and
- (b) the breach of any covenant, representation, or warranty made by TDI in this Agreement.

11.2 Indemnification by Shoom. Shoom shall defend, indemnify and save the Company, and the Company's officers, directors, agents, and affiliates, harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney fees) they may incur, arising out of or relating to:

- (a) any and all debts, liabilities and obligations of, or claims against, Shoom not expressly assumed by the Company under this Agreement; and
- (b) the breach of any covenant, representation, or warranty made by Shoom in this Agreement.

11.3 Indemnification by the Company. the Company shall defend, indemnify and save TDI and Shoom, and TDI and Shoom's officers, directors, managers, agents, and affiliates, harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney fees) they may incur, arising out of or relating to:

- (a) any and all debts, liabilities and obligations of TDI and Shoom expressly assumed by the Company under this Agreement; and
- (b) the breach of any covenant, representation, or warranty made by the Company in this Agreement.

### 11.4 Conditions of Indemnification.

(a) Promptly after any service of process by any third person in any litigation in respect to which indemnity may be sought from the other party (the "Indemnifying Party") pursuant to this section, the party so served (the "Indemnified Party") shall notify the Indemnifying Party of the commencement of the proceeding. In such instance, the Indemnifying Party shall have the right, but not the obligation, to assume and control the defense of the claim or action with counsel of its choice reasonably satisfactory to the Indemnified Party. The Indemnifying Party shall notify the Indemnified Party in writing of its decision to assume control of the litigation promptly but in no event later than fifteen (15) days after the Indemnified

Party has given notice thereof to the Indemnifying Party.

(b) If the Indemnifying Party elects to assume the defense of the third party claim in accordance with (a) above, the Indemnifying Party shall conduct such defense actively and diligently in order to preserve its rights under this section. Neither the Indemnified Party nor the Indemnifying Party in such instance shall consent to the entry of any judgment or enter into any settlement with respect to the third party claim without the prior written consent of the other party, which shall not be withheld unreasonably. If the Indemnifying Party assumes the defense of the third party claim, the Indemnified Party may retain separate co-counsel at its sole cost and expense and may in such manner participate in such defense. The Indemnified Party shall in any event cooperate in the defense of the claim at the expense of the Indemnifying Party.

(c) If the Indemnifying Party elects not to assume the defense of the litigation in accordance with (a) above, the Indemnified Party may defend against and consent to the entry of any judgment or enter into any settlement with respect to the claim or action in any manner it reasonably deems appropriate. The Indemnifying Party in such instance shall reimburse the Indemnified Party promptly and periodically for the costs of defending the third party claim (including but not limited to reasonable attorneys' fees and expenses), and shall, to the fullest extent provided in this section, remain responsible and indemnify the Indemnified Party for any adverse consequences to the Indemnified Party resulting from, arising out of, or otherwise relating to such claim.

(d) Notwithstanding anything to the contrary in this Agreement, no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation under this section unless (and then solely to the extent that) the Indemnifying Party is thereby prejudiced.

## **12. EMPLOYMENT OFFERS; RIGHT TO REPURCHASE SHARES.**

12.1 Offers of Employment to Certain Shoom Employees. The parties acknowledge and agree that the Company will extend offers of employment to the following current employees of Shoom (the "Shoom Employees"), on the terms and conditions of the offer letters attached to this Agreement as Exhibit E:

Dan Cole and Mike Onufer. The parties agree to use their best efforts to cause the Shoom Employees to accept the Company's employment offers.

12.2 Offers of Employment to Certain TDI Employee. The parties acknowledge and agree that the Company will extend offers of employment to the following current employee of TDI (the "TDI Employee"), on the terms and conditions of the offer letter attached to this Agreement as Exhibit E: William J. Freschi, Jr. The parties agree to use their best efforts to cause the TDI Employee to accept the Company's employment offer.

12.3 Obligation to Cancel Shares. If a Shoom Employee or the TDI Employee (i) does not accept his offer and become an employee of the Company, or (ii) ceases to be "employed" by the Company (as determined under paragraph (a) below) for any reason, or no reason, including but not limited to death, disability, voluntary resignation or termination by the Company with or without cause, then the Company shall immediately cancel a portion of the Shares issued to TDI (in the case of the TDI Employee ceasing to be employed) or a portion of the Shares issued to Shoom (in the case of a Shoom Employee ceasing to be employed), on the terms and conditions set forth in this Section. Notwithstanding the above, the Company shall not have the right or the obligation to cancel Shares in connection with the termination of employment of a Shoom Employee or the TDI Employee if such termination was at the initiative of the

Company and was in violation of the terms of the Offer Letter or any other written employment agreement entered into between such Employee and the Company that is then in effect. The number of Shares that the Company shall cancel in the event that an Employee does not accept his offer and become an employee of the Company, or ceases to be employed by the Company, shall be as follows, for each Employee:

900,000 Shares, if the Employee does not accept his offer and become an employee of the Company;

600,000 Shares, if the Employee ceases to be employed prior to January 1, 2001;

300,000 Shares, if the Employee is employed past January 1, 2001, but ceases to be employed prior to January 1, 2002; and

0 Shares if the Employee is employed past January 1, 2002.

(a) Definition of "Employed" by the Company. For purposes of this Agreement, an Employee will be considered to have ceased being "employed" by the Company if the Employee is no longer rendering substantial services as an officer, employee, consultant or independent contractor to the Company.

(b) Waiver of Cancellation. The Company's obligation to cancel TDI Shares upon the termination of the employment of the TDI Employee may be waived only by the written consent of the holder or holders of a majority of the Shares issued to Shoom that remain outstanding (whether then held by Shoom or other persons). The Company's obligation to cancel Shoom Shares upon the termination of the employment of a Shoom Employee may be waived only by the written consent of the holder or holders of a majority of the Shares issued to TDI that remain outstanding (whether then held by TDI or other persons).

(c) Mergers, Sales of Assets. Notwithstanding the other provisions of this Section, upon the closing of any of the following transactions, the Company shall have no further right or obligation to cancel Shoom Shares or TDI Shares upon the termination of employment of a Shoom Employee or the TDI Employee: (a) a sale, lease or other disposition of all or substantially all of the assets of the Company, or (b) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, own less than 50% of the Company's voting power immediately after such consolidation, merger or reorganization, excluding any consolidation or merger effected exclusively to change the domicile of the Company.

(d) Adjustments. The number of Shares that are to be canceled pursuant to this Section will be proportionally adjusted to reflect any stock dividend, stock split, reverse stock split or recapitalization of the common stock of the Company occurring after the date of issuance of the Shares.

(e) No Further Consideration. The cancellation of Shares pursuant to this Section shall be effected without payment of cash or other consideration to Shoom or TDI, beyond the consideration provided for in this Agreement. The parties acknowledge that the consideration for such cancellation is each party's entering into this Agreement.

(f) Right of Termination Unaffected. The parties acknowledge that the Offer Letters include

certain restrictions on the Company's right to terminate the employment of the Employees. Nothing in this Agreement will be construed to further limit or otherwise affect in any manner the right or power of the Company to terminate the employment of any Employee.

(g) Transfers and Encumbrances of Shares. In addition to any other restrictions or limitations applicable to the transfer of Shares under this or any other agreement, neither Shoom nor TDI shall sell or otherwise transfer any Shoom Shares or TDI Shares, respectively, or grant a lien or security interest in, or pledge, hypothecate or encumber, any such Shares, except as follows:

(i) Shoom or TDI may transfer their Shares to their individual members or stockholders, provided all such transferees have agreed in writing that the Shares remain subject to cancellation under the terms and conditions of this Agreement and may not be further transferred as long as they remain subject to cancellation. In the event of the cancellation of Shares after any such transfer, the Shares to be canceled shall be taken from (A) first, any Shares that continue to be held by Shoom or TDI, as the case may be, and (B) then, Shares that have been transferred by Shoom or TDI, as the case may be, pro-rata among all of the transferees according to the number of Shares held by them, unless all of such transferees have agreed to a different arrangement in writing.

(ii) Shoom or TDI may transfer a number of their Shares to anyone (subject to any other restrictions applicable to the transfer of such Shares) provided the number of Shares that continue to be held by that entity after the transfer is equal to or greater than the number that could then be subject to cancellation under this Agreement. In the event of the cancellation of Shares after any such transfer, the Shares to be canceled shall be taken from those Shares that continue to be held by Shoom or TDI, as the case may be.

(h) Legends. The certificates representing the Shares shall bear legends referring to the provisions of this Section.

(i) Escrow. To ensure that the stock certificates representing the Shares are available for cancellation as provided in this Section, each Seller agrees, immediately upon receipt of such stock certificate(s), to deliver such certificate(s), together with signed copies of the Stock Powers attached to this Agreement as Exhibit F (with the date and number of Shares left blank), to the Secretary of the Company or other designee of the Company ("Escrow Holder"), who is hereby appointed to hold such certificate(s) and Stock Powers in escrow and to take all such actions and to effectuate all cancellations and/or releases of such Shares as are in accordance with the terms of this Agreement. Each Seller and the Company agree that Escrow Holder will not be liable to any party to this Agreement (or to any other person) for any actions or omissions unless Escrow Holder is grossly negligent or intentionally fraudulent in carrying out the duties of Escrow Holder under this Section. Escrow Holder may rely upon any letter, notice or other document executed by any signature purported to be genuine and may rely on the advice of counsel and obey any order of any court with respect to the transactions contemplated by this Agreement. The certificates representing the Shares will be held in escrow as long as they are subject to possible cancellation under the terms of this Agreement, and shall be released from escrow upon expiration thereof.

(j) Tax Consequences. Each Seller represents that such Seller is familiar with the tax consequences of the transactions contemplated by this Agreement and has not relied upon the tax advice of the Company or its counsel in connection with such matters. Each Seller acknowledges that, to the extent applicable, it is the sole responsibility of that Seller to file an election under Section 83(b) of the Internal Revenue Code in a timely manner, if such Seller elects to do so.

### **13. COVENANT NOT TO COMPETE.**



13.1 Covenant. Each Seller, each Shoom Employee, and the TDI Employee, covenants and agrees that, for a period of three (3) years after the Closing Date, they will not, anywhere in the world:

(a) engage in any line of business that competes with the Company Business;

(b) invest in, enter into a joint venture, partnership or other alliance with, or otherwise assist any person or entity that is engaged in any line of business that competes with the Company Business; or

(c) permit any other corporation or entity (other than the Company) that is controlled by a Seller, through ownership of more than fifty percent of the outstanding voting securities, to engage in activities prohibited under (a) or (b) above.

13.2 Limitations. The parties agree that the above covenants shall not be construed to prohibit TDI from continuing to engage in the “ad agency” business.

13.3 Binding on Employees. The parties acknowledge that it is their intention that the Shoom Employees and the TDI Employee (as those terms are defined in Section 12 above) be personally bound by the provisions of this Section 13, and each party agrees to use its best efforts to cause such Employees to sign this Agreement to so indicate.

13.4 Severability. The parties acknowledge and agree that the above covenants are reasonable, not burdensome, and are properly required for the adequate protection of the Company. If the scope, territorial, or time restrictions of the above covenants, or any other provision contained in this Section 13 shall be deemed to be illegal, unenforceable or unreasonable by a court of competent jurisdiction, the parties agree that such provisions shall be modified to cover the maximum area or period or scope as such court shall deem enforceable.

13.5 Injunctive Relief. Each Seller, each Shoom Employee, and the TDI Employee, acknowledges that a breach of any of the above covenants will result in irreparable harm and damage to the Company in an amount difficult to ascertain and which cannot be adequately compensated by a monetary award. Accordingly, in addition to any relief to which the Company may be entitled at law or in equity, the Company shall be entitled to temporary and/or permanent injunctive relief from any breach or threatened breach of the above covenants.

## **14. GENERAL PROVISIONS.**

14.1 Assignment; Binding Effect. No party may assign this Agreement without the prior written consent of the other parties. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

14.2 Severability. If the application of any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, then (i) such provision shall be automatically reformed so that it is enforceable to the maximum extent permitted, and (ii) the validity and enforceability of other provisions of this Agreement shall not in any way be affected or impaired thereby.

14.3 Governing Law and Disputes. Except for that body of law governing choice of law, this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California. Any suit or claim arising out of or relating to this Agreement shall be brought only in a court

located in Los Angeles County, California, and the parties irrevocably submit to the personal and subject matter jurisdiction of such courts, and agree that service of process may be effected in the manner notices are to be given under this Agreement. The prevailing party in any suit or proceeding relating to this Agreement shall be awarded costs and their reasonable attorney fees.

14.4 Amendment and Waiver. This Agreement may be modified or amended only by an instrument in writing, signed by an authorized officer or representative of all parties. No party shall be deemed to have waived any provision of this Agreement unless by a written instrument signed by an officer of such party. A waiver by any party of any term or condition of this Agreement, in any one instance, shall not be deemed or construed to be a waiver of any other term or condition or any subsequent breach thereof.

14.5 Section Headings. The section headings of this Agreement are solely for convenience and shall not be considered in its interpretation.

14.6 Survival of Representations and Warranties. All representations and warranties made by the parties in this Agreement shall survive the Closing.

14.7 Entire Agreement. This Agreement, together with any documents executed by the parties pursuant to this Agreement, contains the entire integrated agreement between the parties with respect to its subject matter, and supersedes all prior negotiations, representations or agreements, whether written or oral, relating to that subject matter.

14.8 Tax Matters. Each party is aware of the tax consequences of the transactions effected under this Agreement and has consulted with such tax specialists as such party has deemed necessary.

14.9 Expenses of the Transaction; Representation. Each party shall pay its own expenses incidental to the preparation and review of this Agreement and the consummation of the transactions contemplated hereby. The parties acknowledge that Thomas L. Bahrck has prepared this Agreement as counsel to the Company only, and that the other parties are free to obtain separate legal representation.

14.10 Notices. All notices required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given (i) upon personal delivery to such party, or (ii) three (3) days after being deposited in the mail, sent registered or certified, addressed to a party at its address appearing below (or to such other address as a party may specify in a notice complying with this provision):

If to the Company

If to TDI:

If to Shoom:

14.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[the remainder of this page is intentionally blank]

Signatures

In order to bind the parties to this Asset Purchase Agreement, their duly authorized representatives, have signed below.

**Shoom.net, LLC**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

**Shoom.net, Inc.**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

**Transdata International, Inc.**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
**Dan Cole** (as to Section 13 only)

\_\_\_\_\_  
**Mike Onufer** (as to Section 13 only)

\_\_\_\_\_  
**William J. Freschi, Jr.** (as to Section 13 only)

## **List of Exhibits**

|           |                              |
|-----------|------------------------------|
| Exhibit A | TDI Assets                   |
| Exhibit B | Shoom Assets                 |
| Exhibit C | TDI Schedule of Exceptions   |
| Exhibit D | Shoom Schedule of Exceptions |
| Exhibit E | Offer Letters                |
| Exhibit F | Form of Stock Power          |

**Exhibit A**

**TDI Assets**

The TDI Assets consist of \$3,000 in cash (the “TDI Cash”), plus all of the assets described below that are used by TDI in the TDI Fulfillment Business:

**Equipment:**

The servers, communications and production equipment listed on the attachment to this Exhibit.

**Furniture and Fixtures:**

The furniture and fixtures owned by TDI that are located in TDI’s Los Angeles office, listed on the attachment to this Exhibit.

**Contracts:**

All contracts entered into by TDI with customers for the delivery of advertisements.  
The lease agreement entered into by TDI for the lease of its facilities in Los Angeles.  
The sublease agreement entered into by TDI with Ad Express Canada, for the sublease by TDI of office space in Toronto, Canada (currently a month-to-month oral agreement).  
License agreements relating to third-party software used by TDI in the TDI Fulfillment Business.

**Software:**

Software owned by TDI known as “Direct Link”™ software.

**Trademarks:**

The marks “Ad Express” and “Direct Link” (both registered) and the goodwill associated therewith.

**Miscellaneous Assets:**

customer lists and contacts  
technology and know-how  
all documents, files, and records pertaining to the TDI Fulfillment Business  
TDI’s web portal database

**Domain Names**

\_\_\_\_\_

**Exhibit B**

**Shoom Assets**

The Shoom Assets consist of \$1,000 in cash (the “Shoom Cash”), plus all of the assets described below that are used by Shoom in the Shoom Business:

**Equipment:**

The servers, communications and production equipment listed on the attachment to this Exhibit.

**Furniture and Fixtures:**

The furniture and fixtures listed on the attachment to this Exhibit.

**Contracts:**

All contracts entered into by Shoom with customers for the development, maintenance and/or hosting of web sites by Shoom.

All contracts entered into by Shoom with customers for the performance of consulting services by Shoom.

License agreements relating to third-party software used by Shoom in the Shoom Business.

**Software:**

Software owned by Shoom known as “Zipmail” and “Netmail”.

**Trademarks:**

The marks “Zipmail”, “Netmail” and “Shoom” (all unregistered), and the goodwill associated therewith.

**Miscellaneous Assets:**

customer lists and contacts

technology and know-how

all documents, files, and records pertaining to the Shoom Business

**Domain Names**

finerthings.com

virtualconsent.com

shoom.com

shoom.net

## **Exhibit C**

### **TDI Schedule of Exceptions**

#### **Exceptions to Section 5.4:**

Craig M. Hunt, a lawyer and former director of the old Ad eXpress has filed a lawsuit against TDI. The suit contains several causes of action, including an allegation that TDI interfered with Mr. Hunt's sale of certain assets, and alleges damages in the amount of approximately \$400,000. The suit relates to the transaction that occurred in 1995, in which Ad eXpress declared bankruptcy and TDI subsequently purchased the assets of Ad eXpress from the bankruptcy trustee. TDI management believes that it is unlikely that Mr. Hunt will prevail in this suit.

In 1999, the shareholders of TDI removed Richard Atkins as a director of TDI, and TDI's board of directors terminated his service as an officer and consultant. Mr. Atkins' status as a director, officer, and consultant to TDI's wholly-owned subsidiary, Ad Express Canada, has also been terminated. These actions were taken, in part, as a result of inability to come to agreement with Mr. Atkins concerning the terms of his service to TDI and his continuing disruption of TDI's business with his demands. Mr. Atkins has filed suit against TDI for unlawful termination, compensation owed, and other damages.

**Exhibit D**

**Shoom Schedule of Exceptions**



**Exhibit E**

**Form of Offer Letter**

**Exhibit F**

**Instruction:** Please do not fill in any blanks other than the signature line. The purpose of this Stock Power and Assignment is to enable the Company and/or its assignee(s) to cancel shares under the terms of Section 12 of the Agreement without requiring additional signatures.

**STOCK POWER AND ASSIGNMENT**

**SEPARATE FROM CERTIFICATE**

FOR VALUE RECEIVED and pursuant to that certain Asset Purchase Agreement dated as of December 31, 2000 (the "Agreement"), the undersigned hereby sells, assigns and transfers unto Shoom, Inc., a Delaware corporation (the "Company"), \_\_\_\_\_ shares of the common stock of the Company, standing in the name of the undersigned on the books of the Company represented by Certificate No(s). \_\_\_\_ delivered herewith, and does hereby irrevocably constitute and appoint the Secretary of the Company as the undersigned's attorney-in-fact, with full power of substitution, to transfer said stock on the books of the Company.

THIS ASSIGNMENT MAY ONLY BE USED AS AUTHORIZED BY THE AGREEMENT.

Dated: \_\_\_\_\_, 200\_\_

**Transdata International, Inc.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**Exhibit F**

**Instruction:** Please do not fill in any blanks other than the signature line. The purpose of this Stock Power and Assignment is to enable the Company and/or its assignee(s) to cancel shares under the terms of Section 12 of the Agreement without requiring additional signatures.

**STOCK POWER AND ASSIGNMENT**

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THIS ASSIGNMENT MAY ONLY BE USED AS AUTHORIZED BY THE AGREEMENT.

Dated: \_\_\_\_\_, 200\_\_

**Shoom.net, LLC**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title