

**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
Instant Software, Inc.		09/17/2010	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	Instant, Inc.
Street Address:	1011 W. Fifth Street
Internal Address:	Suite 300
City:	Austin
State/Country:	TEXAS
Postal Code:	78703
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	78887572	FRS
Registration Number:	3564740	FRS
Serial Number:	78886334	V12.NET
Registration Number:	3317775	V12.NET
Serial Number:	78886330	INSTANT SOFTWARE
Registration Number:	3440703	INSTANT SOFTWARE
Serial Number:	78886326	VACATION RENTAL UNIVERSITY
Registration Number:	3334864	VACATION RENTAL UNIVERSITY
Serial Number:	78877869	STAY-USA
Registration Number:	3334828	STAY-USA
Serial Number:	78877804	REZFEST
Registration Number:	3422932	REZFEST
Serial Number:	78876753	PROPERTYPLUS

OP \$440.00 78887572

Registration Number:	3329288	PROPERTYPLUS
Serial Number:	78876728	ISILINK
Registration Number:	3317698	ISILINK
Serial Number:	85024256	ISIS

**CORRESPONDENCE DATA**

Fax Number: (650)566-9922  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (650) 566-9912  
Email: filing@kokkalaw.com  
Correspondent Name: KOKKA & BACKUS, PC  
Address Line 1: Attn: Scott S. Kokka  
Address Line 2: 703 High Street  
Address Line 4: Palo Alto, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	HOM-068TM,HOM-075TM-082TM
NAME OF SUBMITTER:	Scott S. Kokka
Signature:	/Scott S. Kokka/
Date:	02/11/2011

**Total Attachments: 184**

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ASSET PURCHASE AGREEMENT

*dated as of*

September 17, 2010

*by and among*

HOMEAWAY, INC.,

INSTANT, INC.,

INSTANT SOFTWARE, INC.,

FIRST RESORT SOFTWARE COMPANY, INC.,

ENTECH DATA SYSTEMS, INC.,

VRGDS, INC.,

THE RELATED PARTIES

*and*

U.S. BANK, NATIONAL ASSOCIATION,

THE ESCROW AGENT

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is entered into as of September 17, 2010, by and among HomeAway, Inc., a Delaware corporation ("*Parent*"), Instant, Inc., a Delaware corporation and wholly owned subsidiary of Buyer ("*Buyer*"), Instant Software, Inc., a Florida corporation (the "*Company*"), First Resort Software Company, Inc., a Nevada corporation, Entech Data Systems, Inc., a Florida corporation, and VRGDS, Inc., a Delaware corporation (each a "*Subsidiary*"), those individuals listed on the signature pages attached hereto as the Related Parties (the "*Related Parties*"), and, as to Article X only, U.S. Bank National Association, as the Escrow Agent (the "*Escrow Agent*"). Company, each Subsidiary and the Related Parties are sometimes referred to herein individually as a "*Seller*" and collectively as the "*Sellers*." Parent, Buyer, the Sellers and, with respect to Article X only, the Escrow Agent are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*."

### RECITALS

Upon the terms and subject to the conditions of this Agreement, Sellers wish to sell to Buyer substantially all of the assets used or useful in the Business (as defined in Section 1.1 hereof), and Sellers wish to transfer to Buyer certain specified obligations and liabilities of the Sellers, and upon the terms and subject to the conditions of this Agreement, Buyer wishes to acquire such assets and to assume such obligations and liabilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE I

### PURCHASE AND SALE OF ASSETS

1.1 Agreement to Purchase and Sell Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing Date (as defined in Section 3.4 hereof), the Sellers shall convey, sell, transfer, assign and deliver to Buyer, and Buyer shall purchase from the Sellers, all right, title and interest existing now or at any time hereafter through the Closing Date (whether or not in inchoate form) in or to all of the assets, properties and rights of the Sellers (other than the Excluded Assets, as defined in Section 1.2 hereof) related to the vacation rental software business of the Company and the Subsidiaries (the "*Business*"), consisting of, without limitation, those listed below:

(a) The accounts receivable listed on Schedule 1.1(a) hereto (the "*Accounts Receivable*");

(b) All marketing materials, training materials, office and reference manuals and similar items associated with Business;

(c) The franchises, licenses, permits, consents and certificates of any regulatory, administrative or other governmental agency or body issued to or held by Sellers (but only to the extent the same are transferable) listed on Schedule 1.1(c) (the "**Permits**");

(d) All Business Intellectual Property (as defined in Section 4.18 hereof) listed on Schedule 1.1(d) and all inventions, materials, information, know-how and Intellectual Property related thereto;

(e) The contracts, agreements, contract rights, license agreements, purchase and sales orders, quotations and other executory rights and commitments of third parties that are set forth on Schedule 1.1(e) hereto (the "**Assumed Contracts**");

(f) The furniture, art work, fixtures, equipment (including office equipment), machinery, parts, computer hardware, tools, and other tangible personal property that are set forth on Schedule 1.1(f) hereto (collectively, the "**Equipment**");

(g) All books of account, customer and supplier lists, addresses, drawings, files, papers and records and all information with respect to the accounts referenced on Schedule 1.1(g) hereto (the "**Account Information**");

(h) All information and data provided by customers, distributors, partners, visitors and users through, using, or in connection with any Seller website and any and all information and data created by or for any Seller in connection with the use of such website by such customers, visitors and users (the "**Web Data**");

(i) All causes of action, judgments and claims or demands of whatever kind or description arising out of or relating to the Purchased Assets (as defined below);

(j) All rights, if any, of any Seller under express or implied warranties from suppliers and vendors to any Seller which are associated with the Purchased Assets (as defined below);

(k) All goodwill associated with the Business, including both the goodwill held by the Company and personal goodwill held by the Related Parties and associated with the nature of the Business.

The assets, properties and rights to be conveyed, sold, transferred, assigned and delivered to Buyer pursuant to this Section 1.1 are collectively referred to as the "**Purchased Assets**." All of the Purchased Assets shall be sold to Buyer free and clear of any Encumbrances (as defined in Section 4.5 hereof) other than Permitted Encumbrances (as defined in Section 4.15 hereof). Notwithstanding anything else to the contrary contained herein, Buyer shall not be liable or obligated with respect to any liability, obligation or commitment with respect to any of the foregoing except as expressly provided in Section 2.1(a) hereof.



1.2 Excluded Assets The assets identified in Schedule 1.2 hereto (the "*Excluded Assets*") shall be retained by the Sellers and shall not be Purchased Assets.

## ARTICLE II

### ASSUMPTION OF LIABILITIES

## ARTICLE III

### PURCHASE PRICE, MANNER OF PAYMENT AND CLOSING

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES OF THE SELLERS**









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**TRADEMARK**  
**REEL: 004477 FRAME: 0180**

















4.18 Intellectual Property. For the purposes of this Agreement, the following terms have the following definitions:

*“Intellectual Property”* means any and all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models, including utility patents, design patents, plant patents and plant variety protection certificates, and all registrations and applications therefor and all reissues, divisionals, re-examinations, corrections, renewals, extensions, provisionals, continuations and continuations in-part thereof, and other derivatives and certificates associated therewith, and equivalent or similar rights anywhere in the world in inventions and discoveries, including, without limitation, invention disclosures (*“Patents”*); (ii) all trade secrets and other rights in know how and confidential or proprietary information throughout the world (*“Trade Secrets”*); (iii) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world (*“Copyrights”*); (iv) all mask works, mask work registrations and applications therefor, and any equivalent or similar rights (*“Mask Works”*); (v) all industrial designs and any registrations and applications therefor throughout the world; (vi) all domain names and websites and all rights therein and applications and registrations therefor

("Domain Names"); (vii) all trade names, trade dress, logos or other corporate designations, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world ("Trademarks"); (viii) all: (a) works of authorship including, without limitation, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, net lists, formulas, records, data and mask works; (b) inventions (whether or not patentable), ideas, improvements, discoveries, developments, designs and techniques, information regarding plans for research, and technology; (c) proprietary and confidential information, including technical data and customer and supplier lists and information related thereto, financial analysis, marketing and selling plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, general intangibles, trade secrets and know how; (d) databases, data compilations and collections and technical data; (e) tools, services, methods and processes; and (f) all instantiations of the foregoing in any form and embodied in any media ("Technology"); and (ix) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world, including, without limitation, moral rights and publicity rights.

"**Business Intellectual Property**" shall mean any and all Intellectual Property that is owned by, or exclusively licensed to, the Company or any Subsidiary.

"**Registered Intellectual Property**" shall mean any and all Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any private, state, government or other legal entity, including, without limitation, Patents, registered Trademarks, registered Copyrights and Domain Names.

"**Business Registered Intellectual Property**" shall mean any and all Registered Intellectual Property that is owned by, exclusively licensed to, or filed in the name of, the Company or any Subsidiary.

"**Business Product**" shall mean any product or service sold, licensed, distributed, offered or marketed by the Company or any Subsidiary.

"**Public Software**" shall mean any and all software that contains, includes, incorporates or has instantiated therein, or is derived in any manner (in whole or in part) from, any software that is distributed pursuant to a license that (i) requires the licensee to distribute or provide access to the source code of such software or any portion thereof when the object code is distributed, (ii) requires the licensee to distribute the software or any portion thereof for free or at some reduced price or (iii) requires that other software or any portion thereof combined with, linked to, or based upon such software ("**Combined Software**") be licensed pursuant to the same license or requires the distribution of all or any portion of such Combined Software for free or at some reduced price or otherwise adversely affects the Company's or any Subsidiary's exclusive ownership of such Combined Software. The term "**Public Software**" includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (ii) the Artistic License (e.g., PERL); (iii) the Mozilla Public License; (iv) the



Netscape Public License; (iv) the Sun Community Source License (SCSL); (vi) the Sun Industry Standards License (SISL); (vii) the BSD License; and (viii) the Apache License.

(a) The Company Disclosure Schedule contains a complete and accurate list of (i) all Business Registered Intellectual Property; (ii) all unregistered Trademarks; and (iii) all Business Products. For each item of Intellectual Property listed, the Company Disclosure Schedule includes, where applicable, (v) the applicable jurisdiction in which such item was applied for or registered; (w) the date of such application and registration; (x) the application number and registration number; (y) the current status of such item; and (z) a summary of all proceedings, mediation, arbitration, claims, notices, or actions before any court or tribunal (including the United States Patent and Trademark Office (the "*PTO*") or equivalent authority anywhere in the world) or claims of infringement, invalidity or the like related to such item of which the Company or any Seller has knowledge.

(b) There is not any Business Intellectual Property or any Business Product that is currently subject to any proceeding or outstanding written claim, mediation, arbitration, notice, decree, order, judgment, contract, license, agreement, stipulation (other than those imposed by applicable law) or, to the Company or any Seller's knowledge, the threat thereof restricting in any manner the use, transfer or licensing thereof by the Company or any Subsidiary, or which the Company or any Seller reasonably believes will affect the validity, use or enforceability of such Business Intellectual Property or such Business Product.

(c) Each item of Business Registered Intellectual Property is valid and subsisting. All necessary registration, maintenance and renewal fees currently due in connection with such Business Registered Intellectual Property have been made. All necessary documents, recordations and certificates in connection with such Business Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Business Registered Intellectual Property registered in such jurisdiction. There are no actions that must be taken by the Company or any Subsidiary within ninety (90) days of the Closing Date that, if not taken, will result in the loss of any Business Registered Intellectual Property, including the payment of any registration, maintenance or renewal fees or the filing of any responses to PTO (or equivalent authority) actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any Business Registered Intellectual Property.

(d) To the knowledge of the Company and the Sellers, there are no facts or circumstances existing that would render any Business Intellectual Property invalid or unenforceable. To the knowledge of the Company and the Sellers, there is no information, materials, facts or circumstances, including any information or fact that would constitute prior art, that would render any Business Registered Intellectual Property invalid or unenforceable, or would adversely affect any pending application for any Business Registered Intellectual Property, and neither the Company nor any Seller has misrepresented or failed to disclose, or has knowledge of any misrepresentation or failure to disclose, any fact or circumstances in any application for any Business Registered Intellectual Property that would constitute fraud or a misrepresentation with

respect to such application or that would otherwise affect the validity or enforceability of any Business Registered Intellectual Property.

(e) The Company and the Subsidiaries own and have good title to or have all necessary licenses to use and exploit each item of Business Intellectual Property free of any Encumbrance as necessary for the conduct of the business of the Company and the Subsidiaries, each as currently conducted. The Company and the Subsidiaries own or have the right to use all Intellectual Property necessary to the conduct of the business of the Company and each Subsidiary as currently conducted, including, without limitation, the design, development, and sale of all Business Products currently sold by the Company or any Subsidiary or under development by the Company or any Subsidiary and the performance of all services provided by the Company or any Subsidiary related to any Business Products.

(f) To the extent that any Intellectual Property that has been developed or created by a third party is incorporated into any Business Product or otherwise used by the Company or any Subsidiary, the Company or the Subsidiary, as applicable, has a binding license with such third party to use such Intellectual Property. The Company Disclosure Schedule contains a list of all such third party Intellectual Property that is licensed to the Company or any Subsidiary, other than standard off-the-shelf or "click-through" software that is generally available for license.

(g) The Company Disclosure Schedule lists all contracts, licenses and agreements to which the Company or any Subsidiary is a party: (i) with respect to Business Intellectual Property licensed or transferred to any third party; (ii) pursuant to which a third party has licensed or transferred any Business Intellectual Property to the Company or any Subsidiary, other than standard off-the-shelf software that is generally available for license; or (iii) by which the Company or any Subsidiary has agreed to, or assumed, any obligation or duty to warrant, indemnify, reimburse, hold harmless, guarantee or otherwise assume or incur any obligation or liability to provide a right of rescission with respect to the infringement or misappropriation by the Company or any Subsidiary or such other person of any Business Intellectual Property rights. All such contracts, licenses and agreements listed (collectively, the "*IP Contracts*") are in full force and effect or expired with certain provisions surviving.

(h) The consummation of the transactions contemplated by this Agreement and the other Transaction Documents will neither violate, nor result in the breach, modification, cancellation, termination or suspension ("*Termination*") of the IP Contracts by their terms. The Company and each Subsidiary are in compliance with, and have not breached any material term of, any such IP Contracts. To the knowledge of the Company and the Sellers, all other parties to such contracts, licenses and agreements are in compliance with, and have not breached any term of, such IP Contracts. Except as set forth in the Company Disclosure Schedule, there is no provision in any such IP Contracts that requires, upon the consummation of the transactions contemplated by this Agreement or the other Transaction Documents, Buyer to (i) grant to any third party any right with respect to any Business Intellectual Property owned by, or licensed to, Buyer prior to the Closing, (ii) be bound by, or subject to, any noncompete or other restriction on the operation or scope of its

business or (iii) be obligated to pay any royalties or other amounts to any third party in excess of those payable by the Company or any Subsidiary prior to the Closing.

(i) Neither the operation of the business of the Company and the Subsidiaries as now conducted, nor the design, development, manufacture, distribution, reproduction, marketing or sale of any Business Product has, does or, to the knowledge of the Company and the Sellers, will infringe or result in the misappropriation or infringement of the Intellectual Property of any third party or constitutes unfair competition or trade practices under the laws of any jurisdiction.

(j) Neither the Company nor any Subsidiary has received in writing, or to the Company's or any Seller's knowledge otherwise received notice, from any third party that the operation of the business of the Company and the Subsidiaries as now conducted or any Business Product infringes or misappropriates the Intellectual Property of any third party or constitutes unfair competition or trade practices under the laws of any jurisdiction applicable to the Company and the Subsidiaries.

(k) To the Company's or any Seller's knowledge, no person has infringed or misappropriated or is infringing or misappropriating any Business Intellectual Property. Neither the Company nor any Subsidiary has brought any action, suit or proceeding for infringement of Business Intellectual Property or breach of any license or agreement involving Business Intellectual Property and does not currently have any plans to do so.

(l) There is not and there has not been any content now or in the past on any website used in the operation of the Company or any Subsidiary that has been in violation of the rights of any third party or for which the Company and the Subsidiaries would not be protected under the Digital Millennium Copyright Act or the Communications Decency Act. The Company and each Subsidiary has been operated in a manner which would not violate the rights of any third party or enable the Company and the Subsidiaries to be protected under the Digital Millennium Copyright Act or the Communications Decency Act.

(m) The Company and the Subsidiaries have each taken commercially reasonable steps to protect the Company's and any Subsidiary's rights in each of their confidential information and trade secrets or any trade secrets or confidential information of third parties provided to the Company or any Subsidiary. Except as set forth on the Company Disclosure Schedule, all use, disclosure, or appropriation of any Business Product or any Business Intellectual Property by or to third parties has been pursuant to the terms of a binding written agreement. Except as set forth on the Company Disclosure Schedule, each current and former employee, officer, director, stockholder, manager, member and contractor of the Company and each Subsidiary has executed a proprietary information and/or confidentiality agreement substantially in the form provided to the Buyer and no such individual has excluded any inventions or other Intellectual Property from the scope of any such agreement. To the Company's or any Seller's knowledge, no current or former employee, officer, director, stockholder, manager, member or consultant of the Company or any Subsidiary is in breach of such agreements.

(n) The Company and the Subsidiaries own and have good title to or have all necessary licenses to use and exploit the source code relating to all Business Products (the "*Source Code*"). The Source Code (i) has at all times been maintained in confidence, (ii) has been disclosed by the Company or any Subsidiary only to employees that are bound by nondisclosure obligations, (iii) has not been sold, transferred, or exclusively licensed to any customer or third party, (iv) is not the subject of any escrow or similar agreement or arrangement giving any third party rights in such Source Code upon the occurrence of certain events and (v) to the extent such Source Code is the subject of any escrow or similar agreement as set forth in the Company Disclosure Schedule, no events have occurred that would give rise to the release of such Source Code to such third party and neither the Company nor any Seller has reason to believe that such an event is likely to occur.

(o) Neither the Company nor any Subsidiary uses or has used any Public Software in connection with the development of its Business Products or included any Public Software in the Business Products, except as set forth on the Company Disclosure Schedule. The Company and each Subsidiary is in compliance with each license pertaining to any such Public Software.

(p) The Company and each Subsidiary employ commercially reasonable measures to ensure that the Business Products do not contain any viruses or Easter eggs. For the purposes of this Agreement, "virus" means any computer code intentionally designed (i) to disrupt, disable, or harm in any manner the operation of any software or hardware, (ii) to allow a third party to have access to the user's computer or network without such user's authority or (iii) to cause the software to have any "Easter eggs" or other hidden features or novelties that are not useful for the normal operation of the software.

(q) All data which has been collected, stored, maintained or otherwise used by the Company or any Subsidiary has been collected, stored, maintained and used in accordance with all applicable U.S. and foreign laws, rules, regulations, guidelines, contracts and industry standards. Neither the Company nor any Subsidiary has received a notice of noncompliance with applicable data protection laws, rules, regulations, guidelines or industry standards. The Company and each Subsidiary have made all registrations that the Company and each Subsidiary are required to have made in relation to the processing of data, and are in good standing with respect to such registrations, with all fees due within ninety (90) days of the date hereof duly made. The Company's and each Subsidiary's practices are, and have always been, in compliance with (i) their then-current privacy policy, including the privacy policy posted on the Company's and each Subsidiary's websites, and (ii) their customers' privacy policies, when required to do so by contract. The Company and each Subsidiary have implemented and maintained appropriate and reasonable measures to protect and maintain the confidential nature of any personal information. The Company and each Subsidiary have adequate technological and procedural measures in place to protect personal information collected by either the Company or any Subsidiary against loss, theft and unauthorized access or disclosure. The Company and each Subsidiary have the full power and authority to transfer any and all rights in any individual's personal information in the Company's and any Subsidiaries' possession or control to Buyer. Neither the Company nor any Subsidiary is subject to any obligation that would prevent Buyer from using the personal information in a manner

consistent with any law or industry standard regarding the collection, retention, use, or disclosure of such information.















**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES OF BUYER AND PARENT**







**ARTICLE VI**  
**PRE-CLOSING COVENANTS**









**ARTICLE VII**  
**CONDITIONS TO THE CLOSING**



**ARTICLE VIII**

**CLOSING**



**ARTICLE IX**  
**POST-CLOSING AGREEMENTS**





**ARTICLE X**  
**ESCROW AND INDEMNIFICATION**





















ARTICLE XI  
TERMINATION

**ARTICLE XII**  
**GENERAL PROVISIONS**













IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**PARENT:**

HOMEAWAY, INC.

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

Name: Carl S. Speckhard

Title: Chief Development & Strategy Officer

**BUYER:**

INSTANT, INC.

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

Name: Carl S. Speckhard

Title: Chief Development & Strategy Officer

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**COMPANY:**

INSTANT SOFTWARE, INC.

By: 

Name: David Hopcroft

Title: CEO

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SUBSIDIARIES:**

FIRST RESORT SOFTWARE COMPANY, INC.

By: *D. B. Hopcroft*

Name: David Hopcroft

Title: President

ENTECH DATA SYSTEMS, INC.

By: *D. B. Hopcroft*

Name: David Hopcroft

Title: President

VRGDS, INC.

By: *D. B. Hopcroft*

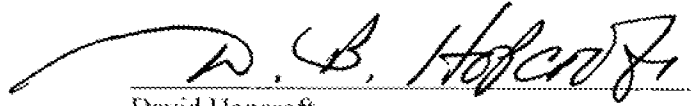
Name: David Hopcroft

Title: CEO

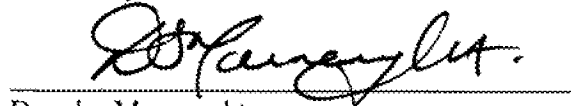
[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

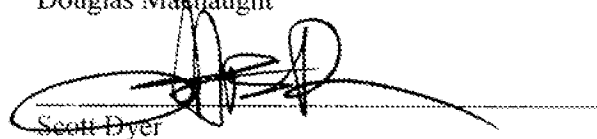
**RELATED PARTIES:**



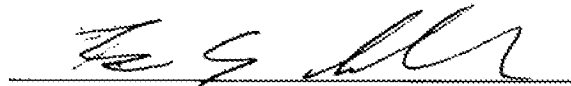
David Hoperoft



Douglas Macnaught



Scott Dyer



Edward Miller

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**ESCROW AGENT:**

U.S. BANK, NATIONAL ASSOCIATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sheila K. Soares  
Vice President

Date: \_\_\_\_\_

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

**TRADEMARK**  
**REEL: 004477 FRAME: 0236**

## **SCHEDULES AND EXHIBITS TO ASSET PURCHASE AGREEMENT**

**(Note – the headings in this document are for convenience only. The requirements for each schedule and exhibit are set forth in the APA.)**



**Schedule 1.1(a)**  
**Accounts Receivable**

**Schedule 1.1(c)**

**Permits**

**Schedule 1.1(d)**

**Business Intellectual Property**

**Schedule 1.1(e)**  
**Assumed Contracts**















**Schedule 1.1(f)**

**Equipment**







**Schedule 1.1(g)**

**Account Information**

























































































**Schedule 1.2**  
**Excluded Assets**

**Schedule 2.1(a)**  
**Assumed Liabilities**



**Schedule 2.1(b)**  
**Retained Liabilities**

**Schedule 3.2(a)**

**Cash Consideration Amount**

**Schedule 3.2(c)**  
**Stock Allocations**

**Schedule 3.3**

**Purchase Price Allocation**

**Exhibit A**  
**Noncompetition Agreement**

**Exhibit B**  
**Company Disclosure Schedule**

**Exhibit B**  
**Company Disclosure Schedule**

**Exhibit B**  
**Company Disclosure Schedule**



**Exhibit B**  
**Company Disclosure Schedule**



**Exhibit B**  
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**Exhibit B**  
**Company Disclosure Schedule**

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**Company Disclosure Schedule**

**Exhibit B**

**Company Disclosure Schedule**

Section 4.18(a)

A complete and accurate list of (i) all Business Registered Intellectual Property; (ii) all unregistered Trademarks; and (iii) all Business Products. For each item of Intellectual Property listed, the Company Disclosure Schedule should include, where applicable, (v) the applicable jurisdiction in which such item was applied for or registered; (w) the date of such application and registration; (x) the application number and registration number; (y) the current status of such item; and (z) a summary of all proceedings, mediation, arbitration, claims, notices, or actions before any court or tribunal (including the United States Patent and Trademark Office (the "PTO") or equivalent authority anywhere in the world) or claims of infringement, invalidity or the like related to such item of which the Company or any Seller has knowledge.

**(i) Registered Intellectual Property**

Serial #	Reg #	Mark Name	Status	A Date - R Date
(x)			(y)	(w)
78887572	3564740	FRS	LIVE	5/19/06 - 1/20/09
78886334	3317775	V12.NET	LIVE	5/17/06 - 10/23/07
78886330	3440703	INSTANT SOFTWARE	LIVE	5/17/06 - 6/3/08
78886326	3334864	VACATION RENTAL UNIVERSITY	LIVE	5/17/06 - 11/13/07
78877869	3334828	STAY-USA	LIVE	5/6/06 - 11/13/07
78877804	3422932	REZFEST	LIVE	5/6/06 - 5/6/08
78876753	3329288	PROPERTYPLUS	LIVE	5/4/06 - 11/6/07
78876728	3317698	ISILINK	LIVE	5/4/06 - 10/23/07

(v) All registrations are with the USPTO for the jurisdiction of the USA.

**(ii) Unregistered Intellectual Property**

Serial #	Reg #	Mark Name	Status	A Date - R Date
(x)			(y)	(w)
85024256	Pending	ISIS	LIVE	4/27/10

(v) Registration with the USPTO for the jurisdiction of the USA.



**Exhibit B**  
**Company Disclosure Schedule**



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**Exhibit C**

**Investment Representation Statement**



**Exhibit D**  
**Bill of Sale**

**Exhibit E**  
**Personal Good Will Assignments**

**Exhibit F**

**Description of U.S. Bank Money Market Deposit Account**

**Exhibit G**

**Escrow Agent's Fee Schedule**

**Exhibit H**  
**Sellers' Respective Addresses**