

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
Sanbox LLC		05/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Online Holding Company		
Street Address:	5370 W. 95th Street		
City:	Prairie Village		
State/Country:	KANSAS		
Postal Code:	66207		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	74199580	AMERICAN TREASURES COLLECTION	
Serial Number:	74079253	THE SAN FRANCISCO MUSIC BOX COMPANY	
Serial Number:	74006229	THE SAN FRANCISCO MUSIC BOX COMPANY	
Serial Number:	73660709	THE SAN FRANCISCO MUSIC BOX COMPANY	
Serial Number:	76460279	ANNA ROSA	
Serial Number:	76460280	THE ANNA ROSA COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	9133812782		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(913) 383-9248 x1209		
Email:	kmcley@nationsholding.com		
Correspondent Name:	Kurt J. McLey		
Address Line 1:	5370 W. 95th Street		
Address Line 4:	Prairie Village, KANSAS 66207		

OP \$165.00 74199580

NAME OF SUBMITTER:	Kurt J. McLey
Signature:	/Kurt J. McLey/
Date:	09/17/2012

Total Attachments: 33

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AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This AGREEMENT FOR PURCHASE AND SALE OF ASSETS is made and entered into as of the 28 day of May, 2010, by and among ONLINE HOLDING COMPANY, a Kansas corporation ("Buyer"), CALENDAR HOLDINGS LLC, a Delaware limited liability company ("Company"), and SANBOX LLC, a Delaware limited liability company ("Sanbox" and together with the Company, the "Sellers").

WITNESSETH:

WHEREAS, Company is the owner of 100% of the membership interests in Sanbox; and

WHEREAS, Company is the owner of certain inventory, accounts receivable, licenses and other assets used in the business known by the trade name "San Francisco Music Box Company" ("Business"); and

WHEREAS, Sanbox is the owner of certain trademarks and associated assets used in the Business; and

WHEREAS, Buyer and Sellers wish to enter into a contract for the purchase and sale of certain identified assets necessary for operation of the Business.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **SALE OF BUSINESS ASSETS.** Sellers hereby agree to sell, assign, transfer, convey and set over unto Buyer, and Buyer agrees to purchase from Sellers, as of the Closing Date as set forth hereinafter, free and clear of all liens, pledges or encumbrances of any kind, nature or description, except as otherwise set forth herein, all of the assets listed on the attached Exhibit A and incorporated herein by reference ("Assets").
2. **LIABILITIES.** All liabilities and obligations of Sellers shall remain the liabilities and obligations of Sellers and Buyer is not assuming and shall not be bound by any such liabilities or obligations of Sellers (collectively, the "Excluded Liabilities"). Sellers shall pay and perform all of their liabilities and obligations relating to, or which may affect, the Business, contractual or otherwise, as they become due.
3. **PURCHASE PRICE.** For and in consideration of the transfer of the Assets and the covenants not to compete, Buyer agrees to pay to Sellers the following:
 - A. Cash by wire transfer of immediately available funds equal to the value of the Accounts Receivable not to exceed \$256,408.00; and

- B. Cash by wire transfer of immediately available funds equal to the lesser of the wholesale or landed cost of the Inventory, not to exceed \$115,000.00; and
- C. A guaranteed payment (each, a "Guaranteed Payment") of (i) \$80,000, \$40,000 of which shall be payable on January 1, 2011 and \$40,000 of which shall be payable on July 1, 2011, (ii) \$40,000 on January 1, 2012, (iii) \$40,000 less the difference, if any, between \$160,000 and the sum of \$120,000 and the 2011 Collected Revenue Payment (as defined below), on July 1, 2012 (but not less than \$0), (iv) \$40,000 less the difference, if any, between \$200,000 and the sum of the Guaranteed Payments made through July 1, 2012 and the 2011 Collected Revenue Payment, on January 1, 2013 (but not less than \$0), and (v) \$40,000 less the difference between \$240,000 and the sum of the Guaranteed Payments made through January 1, 2013 and the sum of the 2011 Collected Revenue Payment and 2012 Collected Revenue Payment (as defined below), on July 1, 2013 (but not less than \$0), in each case by wire transfer of immediately available funds.
- D. A payment equal to: (i) the product of (x) 5% and (y) the Collected Revenue for the period ended December 31, 2011 less \$80,000 (the "2011 Collected Revenue Payment"), (ii) the product of (x) 4% and (y) the Collected Revenue for the period ended December 31, 2012 less \$80,000 (the "2012 Collected Revenue Payment") and (iii) the product of (x) 3% and (y) the Collected Revenue for the period ended December 31, 2013 less \$80,000, in each case by wire transfer of immediately available funds within five days of the determination of Collected Revenue for such period, but in no event later than February 4 of the calendar year immediately following the calendar year for which the calculation relates. For the purposes of this section, "Collected Revenue" means: gross revenue generated by the sale of products of the Business received by or on behalf of the Buyer, not including revenue generated from shipping, less sales discounts paid by or on behalf of Buyer in connection with such sales.
- E. Within 30 days following each of December 31, 2011, December 31, 2012 and December 31, 2013, Buyer shall deliver to Sellers a statement of gross profit (gross revenue less cost of goods sold) of the Business for the 12 month period then ended (the "Profit Statement"), and a calculation of Collected Revenue for such period. The Profit Statement shall be prepared by Buyer in good faith in accordance with generally accepted accounting principles ("GAAP") and shall be consistent with the audited financial statements of the Buyer for the year in which such anniversary occurred. The calculation of Collected Revenue shall be prepared by Buyer in good faith based upon the information set forth in the Profit Statement without giving effect to any Damages (including Damages that constitute the Basket (as defined in Section 12)) for which indemnification may be claimed under Section 12 of this Agreement. Buyer shall provide to Sellers, coincident with the delivery of each Profit Statement and calculation of Collected Revenue, in reasonable detail, all calculations, adjustments and assumptions used in determining the Collected Revenue.

- F. Sellers and their accountants shall be entitled to review the Profit Statement and calculation of Collected Revenue at any time. Buyer shall provide to the Sellers promptly after receipt of a request therefor any working papers, trial balances and similar materials relating to and used in the preparation of the Profit Statement and calculation of Collected Revenue. Buyer shall also provide Sellers and their accountants and representatives with timely access, during normal business hours, to Buyer's relevant employees and outside accountants, properties, books and records to the extent involved with or related to the preparation of the Profit Statement and calculation of Collected Revenue.
- G. Sellers may give written notice to Buyer of an objection to any Profit Statement or calculation of Collected Revenue. If Sellers give Buyer such notice of objection, and if Sellers and Buyer fail to resolve the issues outstanding with respect to the Profit Statement and calculation of Collected Revenue within 45 days of Buyer's receipt of Sellers' objection notice, Sellers and Buyer shall submit the issues remaining in dispute to PricewaterhouseCoopers LLP (the "Independent Accountants"), for resolution in accordance with the terms of this Agreement. If issues are submitted to the Independent Accountants for resolution, (A) Sellers and Buyer shall furnish or cause to be furnished to the Independent Accountants such work papers and other documents and information relating to the disputed issues as the Independent Accountants may request and are available to that party or its agents and shall be afforded the opportunity to present to the Independent Accountants any material relating to the disputed issues and to discuss issues with the Independent Accountants; and (B) the determination by the Independent Accountants, as set forth in a notice to be delivered to both Sellers and Buyer within 45 days of the submission to the Independent Accountants of the issues remaining in dispute, shall be final, binding and conclusive on the parties and shall be used in calculation of the Collected Revenue. If the Independent Accountant determines that the calculation of Collected Revenue was wrong so that Buyer owes Sellers an additional payment, and the additional payment is equal to or greater than five percent (5%) of the amount that should have been paid to Sellers, the Buyer shall pay the fees and costs of the Independent Accountants for such determination. If the Independent Accountant determines that the calculation of Collected Revenue was wrong so that Buyer owes Sellers an additional payment, and the additional payment is less than five percent (5%) of the amount that should have been paid to Sellers, the Buyer and the Sellers shall share equally the fees and costs of the Independent Accountants for such determination. In either case, Buyer shall pay Sellers interest on the amount of the shortfall at a rate of 1.0% per month (commencing on the date of the payment made in respect of the wrongly calculated Collected Revenue). If the Independent Accountant determines that the calculation of Collected Revenue was correct so that Buyer does not owe Sellers an additional payment, the Sellers shall pay the fees and costs of the Independent Accountants for such determination.
- H. Any payments made under subsection C and D of this Section 3 shall be treated by the parties as additional purchase price for tax purposes.

- I. From the Closing Date through December 31, 2013, without the prior written consent of the Sellers, Buyer shall not: (a) merge or consolidate Buyer with, or enter into any other business combination with, any person, including any Affiliate of Buyer, (b) dispose of any assets of the Business or grant an exclusive license on any assets of the Business (other than assets disposed of or as to which licenses are granted in the ordinary course of business consistent with the past practice of the Company through the Closing Date), (c) discontinue any services, division or business line of the Business (other than in the ordinary course of business consistent with the past practice of the Sellers through the Closing Date), or (d) take any action with the intent to reduce the Collected Revenue or which would divert business from the Business.
4. AMOUNT DUE AT CLOSING. On the Closing Date of this Agreement, Buyer agrees to pay to Sellers by wire transfer of immediately available funds the amounts stated in Section 3(A) and 3(B).
5. AMOUNTS DUE SUBSEQUENT TO CLOSING. Payments of amounts due under Section 3(C) shall be made by wire transfer of immediately available funds no later than 30 days after the date the calculation of Collected Revenue is finally determined in accordance with Section 3 hereof.
6. CLOSING DATE. The "Closing Date" for the purchase of assets by Buyer hereunder shall be the date of this Agreement. At the Closing, Buyer will convey to Sellers any cash payments required under the terms of Section 4 above. Sellers will deliver to Buyer good and merchantable title in and to all Assets, free and clear of any and all liens, encumbrances or charges of any kind or nature whatsoever. Further, Sellers will execute such bills of sale and further and additional documentation as is required under the terms hereof. Title to the Assets shall pass from Sellers to Buyer at the Closing. Sellers shall, on behalf and at the request of Buyer, arrange and pay for shipment of the Inventory from Company's warehouse in Austin, Texas to a location designated by Buyer at the Closing by mutually acceptable delivery method. Buyer shall reimburse Sellers for 50% of the total cost of such shipment promptly after Sellers' delivery to Buyer of an invoice for such costs. Buyer shall pay 100% of any premiums of any insurance policy covering the Inventory after the Closing Date. Buyer acknowledges that risk of loss of the Inventory shall pass to Buyer on the Closing Date.
7. AGREEMENT NOT TO COMPETE. As a material inducement to cause Buyer to enter into this transaction, each of the Sellers agrees that, except as provided in the last sentence of this Section 7, beginning on the Closing Date and continuing through the third anniversary of the Closing Date, it shall not engage in the business of designing, manufacturing, distributing and/or selling music boxes and snow/water globes ("Restricted Business") anywhere in the world. Competition shall be deemed to include involvement by Seller, individually or collectively, except on behalf of Buyer, directly or indirectly, as officer, director, shareholder, partner, owner, employee, agent, consultant, independent contractor or other representative in the Restricted Business. If any portion of this Section 7 is deemed unenforceable by any court of competent jurisdiction, then it

is specifically intended by the parties hereto that same shall be enforced to the extent it is deemed reasonable. In addition to all other rights and remedies provided hereunder, Buyer shall be entitled to enforce the terms of this Section 7 by seeking appropriate injunctive or other equitable relief. Notwithstanding the foregoing, the restrictions in this Section 7 shall not prohibit Sellers from (and Sellers' taking the following actions shall not be deemed to be a breach of this Section 7): (a) distributing and/or selling during the period commencing on the Closing Date and ending on the one year anniversary of the Closing Date through its and/or its affiliates' retail stores any inventory of the Business (whether or not the products that comprise such inventory are branded as "San Francisco Music Box Company" products) that is not acquired by Buyer ("Non-Purchased Inventory"), (b) receiving and shipping to customers (and collecting the purchase price for) "Phantom 7 inch Monkey Figs" which have been pre-sold to customers of the Business (PO# 11SRV00154; UPC Barcode: 842970044604), (c) providing, through Calendar Club International Ventures LLC ("CCIV"), sourcing services to Barnes & Noble, Inc. ("B&N) in respect of products that are labeled "San Francisco Music Box Company" or a derivative thereof through December 31, 2010, and (d) providing, through CCIV, sourcing services to B&N in respect of music boxes and snow/water globes that are not labeled "San Francisco Music Box Company" or any derivative thereof at any time after the Closing Date.

8. ALLOCATIONS. The allocations of the purchase price shall be reported by the parties with the appropriate taxing authorities including the filing of federal income tax form 8594, Asset Acquisition Statement in accordance with the allocation set forth on Exhibit B. Each party hereto agrees to indemnify and hold the other party harmless from any damage or loss suffered by the other party as a result of a party's failure to report this transaction in accordance with the terms hereof.
9. OTHER COVENANTS. Except as provided in Section 7 above, Sellers agree, promptly following the Closing Date, to cease using the name "San Francisco Music Box Company", or any derivatives thereof, and to assist in changing or transferring the right to licenses, trademarks and trade names, if any, owned by Sanbox and/or Company, all telephone and advertising listings, customer account information, any and all other documentation used or maintained in connection with the operation of the Business. Buyer hereby grants to Sellers a royalty-free, non-transferable worldwide license to use the name "San Francisco Music Box Company" and any derivatives thereof in connection with Sellers distribution and sale of Non-Purchased Inventory in accordance with the provisions of Section 7 above.
10. REPRESENTATIONS AND WARRANTIES OF SELLER. Sellers represent and warrant to Buyer as follows:
 - A. Sellers have paid in full all royalty, licensing and related charges and fees as required related to marketing and sale of the products of the Business.
 - B. Sellers have filed returns for and paid in full all taxes, penalties, interest and related charges and fees as required with all governmental agencies related to the

operation of the Business. There are no deficiencies outstanding with respect to taxes, penalties and interest thereon related to the Business. Sellers specifically agree to pay all sales tax, interest and penalties, if any, resulting from all transactions by Sellers related to the Business occurring prior to the Closing Date.

- C. Sellers have good and unencumbered marketable title to the Assets free and clear of all liens, encumbrances or charges of any kind or nature whatsoever. Sellers represents that, to the best of their knowledge, the Accounts Receivable are collectable.
- D. The delivery by Sellers to Buyer of all Assets will vest in Buyer good and merchantable title in same, free and clear of all liens; encumbrances, or charges of any kind or nature whatsoever.
- E. Except as set forth elsewhere in this Agreement, Sellers have complied in all material respects with all applicable laws, regulations, orders and other requirements of governmental authorities applicable to the ownership and operation of the Business and are not subject to a judicial, governmental or administrative order, judgment or decree that would prohibit the consummation by the Sellers of the transactions contemplated by this Agreement. No investigation, governmental or administrative proceeding or other litigation of any kind or nature to which Sellers are a party that would prohibit the consummation by the Sellers of the transactions contemplated by this Agreement is now pending or, to the knowledge of the Sellers, threatened. Further, no claim related to the Business which has not ripened into litigation or other proceeding has been made or, to the knowledge of the Sellers, is threatened against Sellers.
- F. Sellers are limited liability companies duly registered, validly existing and in good standing under the laws of the state of Delaware. Sellers have all requisite power and authority to own their properties and carry on the Business as now conducted.
- G. The execution and delivery of this Agreement and all agreements and documents contemplated hereby by Sellers, and the consummation by Sellers of the transactions contemplated hereby, have been duly authorized by all requisite limited liability company action. This Agreement constitutes, and all agreements and documents contemplated hereby when executed and delivered pursuant hereto for value received will constitute, the valid and legally binding obligations of Sellers enforceable against the Sellers in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, bulk sales, preference, equitable subordination, marshaling or other similar laws of general application now or hereafter in effect relating, to the enforcement of creditors' rights generally and except that the remedies of specific performance, injunction and other forms of equitable relief are subject to certain tests of equity jurisdiction, equitable defenses and the discretion of the court before which any proceeding therefor may

be brought. The execution and delivery of this Agreement by Sellers does not, and, as of the Closing, the consummation of the transactions contemplated hereby by Sellers will not, (i) require the consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority or any third party; (ii) result in the breach of any term or provision of or constitute a default under, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or the lapse of time or both) any obligation under, or result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any part of the Assets pursuant to any provision of, any order, judgment, arbitration award, injunction, decree, indenture, mortgage, lease, license, lien, or other agreement or instrument to which Sellers, or any affiliate is a party or by which it is bound; or (iii) violate or conflict with any provision of the operating agreements or articles of organization of Sellers as amended to the date of this Agreement.

11. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Sellers as follows:

- A. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Kansas, and it has all requisite corporate power and authority to own its properties and carry on its business as now conducted.
- B. Except as set forth elsewhere in this Agreement, Buyer has complied in all material respects with all applicable laws, regulations, orders and other requirements of governmental authorities and is not subject to a judicial, governmental or administrative order, judgment or decree that would prohibit the consummation by the Buyer of the transactions contemplated by this Agreement. No investigation, governmental or administrative proceeding or other litigation of any kind or nature to which Buyer is a party that would prohibit the consummation by the Buyer of the transactions contemplated by this Agreement is now pending or, to the knowledge of the Buyer, threatened. Further, no claim which has not ripened into litigation or other proceeding has been made or, to the knowledge of the Buyer, is threatened against Buyer.
- C. The execution and delivery of this Agreement and all agreements and documents contemplated hereby by Buyer, and the consummation by Buyer of the transactions contemplated hereby, have been duly authorized by all requisite company action. This Agreement constitutes, and all agreements and documents contemplated hereby when executed and delivered pursuant hereto for value received will constitute, the valid and legally binding obligations of Buyer enforceable against the Buyer in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, bulk sales, preference, equitable subordination, marshaling or other similar laws of general application now or hereafter in effect relating, to the enforcement of creditors' rights generally and except that the remedies of specific performance, injunction and other forms of

equitable relief are subject to certain tests of equity jurisdiction, equitable defenses and the discretion of the court before which any proceeding therefor may be brought. The execution and delivery of this Agreement by Buyer does not, and, as of the Closing, the consummation of the transactions contemplated hereby by Buyer will not, (i) require the consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority or any third party; (ii) result in the breach of any term or provision of or constitute a default under, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or the lapse of time or both) any obligation under, or result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any part of the assets of Buyer pursuant to any provision of, any order, judgment, arbitration award, injunction, decree, indenture, mortgage, lease, license, lien, or other agreement or instrument to which Buyer, or any affiliate is a party or by which it is bound; or (iii) violate or conflict with any provision of the governing documents of Buyer as amended to the date of this Agreement.

12. INDEMNIFICATION.

- A. Sellers shall indemnify, defend and hold Buyer harmless from and against any claim, liability, loss, damage, judgment or expense (including reasonable attorneys' fees) ("Damages") of any kind or nature arising out of or attributable to: (i) any inaccuracy in any representation or breach or failure of any warranty of Sellers contained herein or in any document or agreement executed by Sellers in connection with this Agreement or otherwise made or given in connection with this Agreement, and (ii) any failure by Sellers to perform or observe, or to have performed or observed, in full, any agreement or condition to be performed or observed by them under this Agreement.
- B. Buyer shall indemnify, defend and hold Sellers harmless from and against any Damages of any kind or nature arising out of or attributable to: (i) (i) any inaccuracy in any representation or breach or failure of any warranty, covenant or agreement of Buyer contained herein or in any document or agreement executed by Buyer in connection with this Agreement or otherwise made or given in connection with this Agreement, and (ii) any failure by the Buyer to perform or observe, or to have performed or observed, in full, any agreement or condition to be performed or observed by Buyer under this Agreement
- C. Sellers will have no indemnification liability for the breach of any representation or warranty set forth in Section 10 of this Agreement, unless on or before the date that is 12 months following the Closing Date, Buyer notifies Sellers of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by Buyer.
- D. Buyer will have no indemnification liability for the breach of any representation or warranty set forth in Section 11 of this Agreement, unless on or before the

date that is 12 months following the Closing Date, Sellers notify Buyer of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by Sellers.

- E. Notwithstanding anything contained herein to the contrary, the obligation of the Sellers to indemnify the Buyer Indemnified Persons pursuant to Section 12 of this Agreement is subject to the following limitations and qualifications: (i) the Sellers will have no indemnification liability under Section 12A(i) of this Agreement until the total amount of Damages incurred by the Buyer under Section 12A(i) exceeds \$25,000, after which the Sellers will be responsible only for those Damages under Section 12A(i) in excess of \$25,000 ("Basket"); and (ii) except as provided in subsection F below, the maximum indemnification liability of the Sellers under this Section 12, shall not exceed the purchase price actually received by the Sellers pursuant to Section 3 hereof.
 - F. Nothing contained herein shall limit or restrict Buyer's right to maintain or recover any amounts in connection with any action or claim based upon fraud.
 - G. No breach by the Sellers of any representation, warranty, covenant or agreement in this Agreement shall be deemed to be a breach of this Agreement for any purpose hereunder, and neither the Buyer nor any Affiliate of the Buyer shall have any claim or recourse against the Sellers with respect to such breach, under this Section 12 or otherwise, if the Buyer or any Affiliate of the Buyer had, prior to the execution of this Agreement, actual knowledge of such breach.
 - H. Except for a claim for Damages described in subsection F of this Section 12, the indemnification provided for in this Section 12 shall be the exclusive post-Closing remedy available to Buyer in connection with any Damages arising out of the matters set forth in this Agreement or the transactions contemplated hereunder, provided that nothing herein will limit Buyer's rights hereunder or otherwise to injunctive or other equitable relief to enforce its rights under this Agreement or otherwise in connection with the transactions contemplated hereby.
 - I. Any payments made pursuant to the indemnification obligations arising under this Agreement shall be treated as an adjustment to the purchase price for all tax purposes.
13. BROKER. If any of the parties hereto has retained a broker in connection with this transaction or has any financial obligation for the services of a Broker, it shall individually be responsible for such obligations and indemnify and hold the other parties harmless therefrom.
14. NOTICE. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date they are deposited in the United

States mails, postage prepaid, certified or registered mail, return receipt requested, and addressed as follows:

If to Buyer:

Online Holding Company
Attn: President
5370 W. 95th Street
Shawnee Mission, Kansas 66207

If to Company:

Calendar Holdings LLC
Attn: Jim Hull
6411 Burleson Road
Austin, Texas 78744

If to Sanbox:

Sanbox LLC
Attn: Jim Hull
6411 Burleson Road
Austin, Texas 78744


15. BINDING AGREEMENT. Subject to the restriction on assignment as set forth hereinabove, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, administrators, executors, trustee and assigns.
16. MULTIPLE COUNTERPARTS. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) agreement.
17. GOVERNING STATE LAW. The terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.

[signatures on following page]

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


BUYER:

Online Holding Company


By: Vice President
Its: Larry Likens

SELLERS:

Calendar Holdings LLC


By: Jim Hunt
Its: CEO

Sanbox LLC

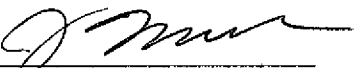

By: Jim Hunt
Its: CEO

EXHIBIT A

Assets

- A. The inventory listed on the inventory list attached hereto ("Inventory");
- B. The accounts receivable listed on the accounts receivable list attached hereto, each of which accounts receivable shall have an invoice date that is no more than 90 days prior to the Closing Date ("Accounts Receivable");
- C. All (i) trademarks listed on the trademark list attached hereto and all other trademarks, trade names service marks, brand names, logos and trade dress used exclusively in connection with the Business, (ii) copyrights (registered and unregistered) used exclusively in the Business, (iii) rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction, (iv) tangible embodiments of any of the foregoing, (v) applications, registrations and renewals for the foregoing, and (vi) goodwill relating to the foregoing.
- D. The domain names listed on the attached domain name list;
- E. All customer or potential customer files and computer records of the Business with the names, phone numbers and contact persons if listed;
- F. All Business pricing lists; and
- G. All records related solely to the operation of the Business.

INVENTORY LIST

Product ID	Upc	Title	Concept	Available	Reprints	Unit Price	Lot	Warehouse Retail Value	Warehouse Value	Warehouse Cost	Unit Cost	Unit Retail Value
200900000051	842970042839	Get Jumping Over Table Fig	GF	1,878	34.99	10.00	9.14	85,841.24	18,780.00	17,148.64		17,148.84
200900000025	842970042297	Kitty Bath Time Fig	GF	875	34.99	10.00	8.03	34,113.25	9,760.00	7,829.25		7,829.26
200400011591	842970011222	Kitty Treasury Trunk	GF	533	49.99	11.25	13.85	26,844.87	5,999.25	7,387.39	5,999.25	5,999.26
200800010014	842970041917	Angel Praying WG	GF	467	20.99	5.00	5.14	14,005.33	2,335.00	2,490.38	2,335.00	2,335.00
200400012168	842970018812	Four Leaf Clover WG 2	GF	457	34.99	10.00	8.93	16,990.43	4,670.00	3,869.71		3,669.71
200900000035	842970045096	Mother Goose Nursery Rhymes Train	GF	103	39.99	10.00	11.81	6,518.37	1,630.00	1,925.03	1,630.00	1,630.00
200900000003	842970042269	Praying Ljy WG	GF	168	34.99	8.75	8.44	5,828.42	1,362.60	1,333.52		1,333.52
201000000072	842970046707	Banjo and Lighthouse Fig	GF	146	74.99	18.75	18.45	11,098.62	2,775.00	2,434.60		2,434.60
200900000114	842970043348	Humpy Dumpty WG	GF	139	24.99	8.25	6.07	3,388.64	850.00	825.62		825.62
201000000079	842970046639	Robbing Christmas Dog House	GF	124	46.99	12.50	12.24	8,188.76	1,550.00	1,617.70		1,617.70
200900000141	842970043775	Holly and Ivy Father Christmas Fig	GF	121	80.00	16.00	16.33	4,668.76	1,815.00	2,344.08	1,615.00	1,615.00
201000000017	842970045953	Snowman with Animals WG	GF	113	39.99	10.00	9.83	4,518.97	1,130.00	1,098.19		1,098.19
201000000102	842970046997	Giant's Animated Workshop	GF	109	69.99	17.50	16.84	6,368.94	1,855.00	1,763.84		1,763.84
200900018699	842970034950	Kitty Cat In Fishbowl WG	GF	118	39.99	10.00	11.03	4,838.84	1,180.00	1,279.48	1,180.00	1,180.00
201000000096	842970046844	Snowman in the Most Magical WG	GF	81	44.99	11.25	11.08	4,094.09	1,023.75	1,008.28		1,008.28
200900000012	842970031854	Shamrock Egg	GF	80	74.99	15.00	16.63	6,748.10	1,350.00	1,752.50	1,350.00	1,350.00
200900017334	842970032435	Skull with Cactus WG	GF	78	29.99	5.00	8.09	2,339.22	390.00	391.02	390.00	390.00
200900000200	842970043997	Rocking Santa with Reindeer Fig	GF	76	34.99	10.00	9.24	2,624.26	760.00	693.00		693.00
200700017341	842970039525	Photoframe Paperweight prepack	GF	70	120.00	30.00	37.80	8,400.00	2,100.00	2,648.00	2,100.00	2,100.00
200900000030	842970042549	Harry Potter Olivanders Wand Shoe Fig	GF	67	84.99	21.25	17.84	5,694.33	1,423.76	1,181.89		1,181.88
200900000906	842970040569	Snowman Jingles Bell Onis Prepack	GF	63	119.76	24.00	17.41	7,544.88	1,512.00	1,096.83		1,096.83
201000000018	842970046946	Nativity w Tree WG	GF	61	69.99	17.50	16.69	4,289.39	1,087.60	1,011.99		1,011.99
201000000009	842970046813	Joy Shared is Joy Doubled Snowman WG	GF	50	34.99	8.75	8.41	1,749.50	437.60	420.80		420.80
200700017289	842970039396	Pink Camo Egg	GF	47	79.99	15.00	18.69	3,759.53	705.00	878.43	705.00	705.00
200500014708	842970031334	SHAB: Tempered Glass 34 1/2 x 16 1/4 in 4	PXT	46		40.00	40.00		1,780.00	1,780.00		1,780.00
		Fixture in vander warehouse		84		310.00	310.00		18,840.00	18,840.00		18,840.00
200900010437	842970041795	Harry Potter Hogwarts Express WG	GF	43	69.99	17.50	15.18	3,009.57	752.50	652.74		652.74
200900000189	842970044900	Rocking Snowman Fig	GF	41	39.99	10.00	9.24	1,639.69	410.00	378.84		378.84
200700017300	842970039372	Amoré Heart Love Egg	GF	24	79.99	16.00	16.81	1,919.76	360.00	405.84	360.00	360.00
200700017635	842970039754	Soiree Teaser 2 Drawer Walnut Box 9	GF	21	500.00	100.00	265.20	10,500.00	2,100.00	5,569.20	2,100.00	2,100.00
200900000029	842970043058	Oz 17 Dorothy with Toto Fig	GF	19	139.99	35.00	27.41	2,659.81	665.00	620.78		620.79
200900000057	842970042778	Oz Dorothy and the Wicked Witch Im Mail	GF	14	69.99	27.00	12.85	939.86	378.00	179.60		179.60
200900000043	842970042618	Harry Potter Hinged Trinket Box	GF	13	64.99	15.00	15.09	844.87	195.00	193.17	195.00	195.00
200300010599	842970041818	Noahs Ark 120mm WG	GF	8	44.99	11.25	10.91	359.92	90.00	87.28		87.28
200700017299	842970039389	Cross Egg	GF	3	74.99	16.00	17.64	440.04	90.00	103.24	90.00	90.00
200400000068	842970039522	Winged Snowman Tree	GF	3	44.99	10.00	9.73	289.94	60.00	58.38		58.38
201000000070	842970046721	Cardinals in Christmas Tree WG	GF	3	34.99	17.50	8.40	209.94	105.00	50.40		50.40
200900000081	842970042632	Harry Potter The Final Battle Scene Fig	GF	5	84.99	21.25	20.14	424.86	106.25	100.70		100.70
200900000031	842970043034	Harry Potter Harry at the Yule Ball WG	GF	4	44.99	11.25	9.77	179.96	45.00	39.08		39.08
200900000036	842970042963	Phantom Lighted Journey to the Lat Water	GF	61	79.99	20.00	13.91	4,879.38	1,220.00	648.51		648.51
200700000160	842970039718	Snowman Angel Figurine	GF	3	28.99	7.50	7.27	89.87	22.60	21.81		21.81
200800000030	842970040200	Delmation Christmas Bobble Head	GF	3	18.99	4.75	7.79	58.97	14.25	23.37	14.25	14.25
200800012422	842970042105	Harry Potter Ron Weasley WG	GF	3	34.99	8.75	8.67	104.97	26.25	20.01		20.01
200900000126	842970043332	Rose Parade 2 Tier WG	GF	3	74.99	28.13	17.60	224.97	84.39	52.50		52.50
200900000120	842970043387	Bust Bunny WG	GF	2	34.99	16.00	10.02	69.98	35.00	20.04		20.04
200900011720	842970033298	Phantom Journey to the Lat	GF	6	64.99	25.00	15.54	389.94	150.00	93.24		93.24
200900000019	842970042952	Beatrix Potter Peter Rabbit Toy Box	GF	107	49.99	12.50	10.93	6,349.83	1,337.60	1,169.61		1,169.61
201000010071	8429700446714	Cala Christmas Village Fig	GF	32	74.99	18.75	17.88	2,399.88	609.00	571.52		571.52
200900000033	842970042815	Its Good to Have Friends WG	GF	30	24.99	12.50	8.90	1,499.40	750.00	414.00		414.00

Total - Active
Closeouts from Tab B

297,222.75 97,816.89 89,074.78

96,111.26 24,111.34

Total - All Inventory

374,019.13 131,688.14 121,319.14

117,288.82

ACCOUNTS RECEIVABLE LIST

Sum of Invoice Balance			Aging Group			
Customer	Customer Name	Invoice No	G2 - 1-30	G3 - 31-60	G4 - 61-90	Grand Total
SW0113	AGGIE'S GIFTS & COLLECTIBLES-CARY	90121			\$ 642.57	\$ 642.57
		90671	\$ (30.00)			\$ (30.00)
SW0113 Total			\$ (30.00)		\$ 642.57	\$ 612.57
SW0435	CLASSIC ART, INC.	90224			\$ 1,286.24	\$ 1,286.24
SW0435 Total					\$ 1,286.24	\$ 1,286.24
SW0482	KNOEBELS AMUSEMENT RESORT	90390		\$ 401.99		\$ 401.99
SW0482 Total				\$ 401.99		\$ 401.99
SW0574	CITY LIGHTS	90060			\$ (215.25)	\$ (215.25)
		90187			\$ 1,160.83	\$ 1,160.83
		90212			\$ 73.75	\$ 73.75
		90244			\$ (73.75)	\$ (73.75)
		90355			\$ 112.50	\$ 112.50
		90471		\$ (112.50)		\$ (112.50)
		90540		\$ (42.50)		\$ (42.50)
		90547		\$ (18.75)		\$ (18.75)
SW0574 Total				\$ (173.75)	\$ 1,067.88	\$ 884.13
SW0611	HOOPDEE SCOOTEE	90301			\$ 250.57	\$ 250.57
SW0611 Total					\$ 250.57	\$ 250.57
SW0812	TEMP GADGETS INC.	90106			\$ (188.05)	\$ (188.05)
		90317			\$ 4,281.19	\$ 4,281.19
		90403		\$ 22.50		\$ 22.50
		90488		\$ (22.50)		\$ (22.50)
		90831	\$ (41.50)			\$ (41.50)
		90651	\$ 22.50			\$ 22.50
SW0812 Total			\$ (19.00)		\$ 4,093.14	\$ 4,074.14
SW1073	LYNNE'S HALLMARK - FARMINGVILLE	90209			\$ 120.00	\$ 120.00
		90316			\$ 20.00	\$ 20.00
		90459		\$ (20.00)		\$ (20.00)
SW1073 Total				\$ (20.00)	\$ 140.00	\$ 120.00
SW1107	SEDONA MUSIC BOXES & MORE	90119			\$ 812.51	\$ 812.51
		90174			\$ 343.48	\$ 343.48
		RECEIPT		\$ (1,109.11)		\$ (1,109.11)
SW1107 Total				\$ (1,109.11)	\$ 1,155.99	\$ 46.88
SW1147	STONE FENCE	90507	\$ 118.32			\$ 118.32
		90613	\$ (22.50)			\$ (22.50)
SW1147 Total			\$ 95.82			\$ 95.82
SW1151	STORYLAND COLLECTABLES	90180			\$ 504.37	\$ 504.37
		90184			\$ 90.71	\$ 90.71
		90378		\$ 288.24		\$ 288.24
		90401		\$ 228.83		\$ 228.83
		90413		\$ 315.69		\$ 315.69
		90543		\$ (88.59)		\$ (88.59)
SW1151 Total				\$ 724.17	\$ 695.08	\$ 1,319.25
SW1172	SWEETHEART COLLECTIBLES	90128			\$ 239.92	\$ 239.92
		90223			\$ 50.53	\$ 50.53
		90228			\$ 139.42	\$ 139.42
		90245			\$ (554.10)	\$ (554.10)
		90357			\$ 235.01	\$ 235.01
		90427		\$ 315.71		\$ 315.71
SW1172 Total				\$ 315.74	\$ (110.78)	\$ 426.62
SW1770	GATEWAY 28 CASINO	90365		\$ 741.09		\$ 741.09
SW1770 Total				\$ 741.09		\$ 741.09
SW1891	LAUREN'S HALLMARK	90801	\$ 379.38			\$ 379.38
SW1891 Total			\$ 379.38			\$ 379.38
SW1941	SANDMARK HOUSE, INC.	90344			\$ 33.51	\$ 33.51
SW1941 Total					\$ 33.51	\$ 33.51
SW1991	MAIN STREET GIFTS - BABYLON	90633	\$ 374.39			\$ 374.39

SW1991 Total			\$ 374.39	\$ 374.39
SW2232	GIFT DESIGN GALLERIES	90309	\$ 142.47	\$ 142.47
		90349	\$ 19.03	\$ 19.03
		90411	\$ 40.00	\$ 40.00
SW2232 Total			\$ 181.50	\$ 201.50
SW2310	SUTTER CREEK MUSIC BOX COMPANY	90145	\$ (20.00)	\$ (20.00)
		90185	\$ 2,795.50	\$ 2,795.50
		90186	\$ 8,896.00	\$ 8,896.00
		90187	\$ 1,030.08	\$ 1,030.06
		90188	\$ 15.30	\$ 15.30
		90241	\$ (15.00)	\$ (15.00)
		90328	\$ 1,073.19	\$ 1,073.19
		90400	\$ 393.72	\$ 393.72
		90429	\$ 328.36	\$ 328.36
		90658	\$ (275.00)	\$ (275.00)
SW2310 Total			\$ 720.08	\$ 11,775.05
SW2350	YE OLDE CLOCK & GIFT SHOPPE	90598	\$ 8.75	\$ 8.75
SW2350 Total			\$ 8.75	\$ 8.75
SW2361	CARDSMART - MOORESVILLE	90182	\$ 41.08	\$ 41.08
		90231	\$ 456.77	\$ 456.77
		90348	\$ 14.80	\$ 14.80
		90380	\$ 355.82	\$ 355.82
		90628	\$ 72.49	\$ 72.49
SW2361 Total			\$ 428.31	\$ 512.65
SW2523	WATERLOO GARDENS, INC.	90325	\$ 1,124.14	\$ 1,124.14
		90626	\$ 1,916.63	\$ 1,916.63
SW2523 Total			\$ 1,916.63	\$ 3,040.77
SW2557	ANNA'S CARDS & GIFTS	90078	\$ 61.08	\$ 61.08
		90099	\$ 33.50	\$ 33.50
SW2557 Total			\$ 94.58	\$ 94.58
SW2585	D.M. ZAGNOEV & COMPANY	90116	\$ 73.47	\$ 73.47
		90172	\$ 44.37	\$ 44.37
		90261	\$ 404.22	\$ 404.22
		90272	\$ 148.40	\$ 148.40
		90276	\$ 114.63	\$ 114.63
		90278	\$ 50.34	\$ 50.34
		90394	\$ 349.52	\$ 349.52
		90583	\$ 901.62	\$ 901.62
		90609	\$ (66.37)	\$ (66.37)
SW2585 Total			\$ 1,251.14	\$ 835.43
SW2647	DAVID'S BRIAR SHOPPE	90319	\$ 283.15	\$ 283.15
		90500	\$ (54.00)	\$ (54.00)
SW2647 Total			\$ (54.00)	\$ 229.15
SW2681	ANNIE'S HALLMARK - SALEM	90649	\$ 615.00	\$ 615.00
SW2681 Total			\$ 615.00	\$ 615.00
SW2767	RABBIT HUTCH GIFT SHOP	90114	\$ 451.41	\$ 451.41
		90341	\$ 33.51	\$ 33.51
SW2767 Total			\$ 484.92	\$ 484.92
SW2795	SIMPLY UNIQUE GIFTS	90308	\$ 527.21	\$ 527.21
		90533	\$ 859.82	\$ 859.82
SW2795 Total			\$ 859.82	\$ 1,387.03
SW3300	WIT'S END GIFTIQUE	90425	\$ 337.97	\$ 337.97
SW3300 Total			\$ 337.97	\$ 337.97
SW3587	RIVERSIDE RESORT & CASINO GIFT SHOP	90670	\$ 429.02	\$ 429.02
SW3587 Total			\$ 429.02	\$ 429.02
SW3629	CREATIVE CLOCK	90294	\$ 1,088.34	\$ 1,088.34
		90428	\$ 50.00	\$ 50.00
		90493	\$ (90.00)	\$ (90.00)
		90507	\$ 398.61	\$ 398.61
		90642	\$ (55.00)	\$ (55.00)
		90544	\$ 394.84	\$ 394.84

SW3629	CREATIVE CLOCK	90551	\$ 55.00	\$ 55.00
		90596	\$ (10.00)	\$ (10.00)
SW3629 Total			\$ (10.00)	\$ 753.45
SW6321	JAHK'S, INC.	80329	\$ 392.88	\$ 392.88
SW6321 Total			\$ 392.88	\$ 392.88
SW6324	SPORTSMAN'S GUIDE, THE	90466	\$ 1,170.00	\$ 1,170.00
		RECEIPT	\$ (18.00)	\$ (18.00)
SW6324 Total			\$ 1,170.00	\$ (18.00)
SW5454	OLDE TOWNE TREASURES	90381	\$ 1,085.52	\$ 1,085.52
		90499	\$ (286.87)	\$ (286.87)
SW5454 Total			\$ 798.65	\$ 798.65
SW6508	ANSTEAD'S TOBACCO SHOP, INC.	80408	\$ 178.83	\$ 178.83
SW6508 Total			\$ 178.83	\$ 178.83
SW6510	BW SALES & MARKETING	90320	\$ 1,140.89	\$ 1,140.89
		90408	\$ 97.90	\$ 97.90
		90410	\$ 30.00	\$ 30.00
		90490	\$ (144.00)	\$ (144.00)
		90491	\$ (54.00)	\$ (54.00)
		90590	\$ (54.00)	\$ (54.00)
SW6510 Total			\$ (54.00)	\$ (70.10)
SW5580	MGM MIRAGE	90840	\$ 1,350.00	\$ 1,350.00
SW5580 Total			\$ 1,350.00	\$ 1,350.00
SW6597	GIFTS ONLINE, INC.	90102	\$ 1,155.80	\$ 1,155.80
		90126	\$ 176.00	\$ 176.00
		90304	\$ 5,823.68	\$ 5,823.68
		90381	\$ 140.88	\$ 140.88
		90852	\$ 591.22	\$ 591.22
SW6597 Total			\$ 591.22	\$ 140.88
SW6816	SEASONS GREETINGS	90581	\$ 372.30	\$ 372.30
SW6816 Total			\$ 372.30	\$ 372.30
SW6832	AMERICAN CANDLE	90181	\$ 857.25	\$ 857.25
		90192	\$ 378.29	\$ 378.29
		90484	\$ (57.00)	\$ (57.00)
		90576	\$ (15.75)	\$ (15.75)
SW6832 Total			\$ (72.78)	\$ 1,235.64
SW6850	MINA'S HALLMARK - METAIRIE	90548	\$ 264.15	\$ 264.15
		90587	\$ 117.00	\$ 117.00
SW6850 Total			\$ 381.15	\$ 381.15
SW6910	LUDELL di Luca Dell'Innocenti	90180	\$ 4,764.41	\$ 4,764.41
		90803	\$ (102.91)	\$ (102.91)
SW6910 Total			\$ (102.91)	\$ 4,764.41
SW6995	LENOX COLLECTIONS	90561	\$ 4,716.78	\$ 4,716.78
SW6995 Total			\$ 4,716.78	\$ 4,716.78
SW6074	MARTHA'S HALLMARKS	90279	\$ 48.05	\$ 48.05
SW6074 Total			\$ 48.05	\$ 48.05
SW6092	FRITZ & LILLIAN	90112	\$ 362.95	\$ 362.95
		90275	\$ 38.81	\$ 38.81
SW6092 Total			\$ 391.76	\$ 391.76
SW6134	FLOYD'S ACE HARDWARE LLO	90659	\$ 143.80	\$ 143.80
		90660	\$ 273.07	\$ 273.07
SW6134 Total			\$ 416.87	\$ 416.87
SW6207	HARRIS BROTHERS & CO.	90084	\$ 64.85	\$ 64.85
SW6207 Total			\$ 64.85	\$ 64.85
SW6229	PLAZA GALLERIA / FANTASTICS	90323	\$ 699.40	\$ 699.40
		90393	\$ 317.04	\$ 317.94

SW8229 Total			\$ 317.94	\$ 899.40	\$ 1,017.34
SW8255	SMOKY MOUNTAIN BABIES	90100		\$ 872.29	\$ 872.29
		90218		\$ 225.00	\$ 225.00
		90252		\$ (225.00)	\$ (225.00)
SW8255 Total				\$ 872.29	\$ 872.29
SW8319	BOONDOCKS, LLC	90334		\$ 409.40	\$ 409.40
		90336		\$ 424.60	\$ 424.60
		90338		\$ 1,171.95	\$ 1,171.95
		90337		\$ 1,133.62	\$ 1,133.62
		90338		\$ 1,067.94	\$ 1,067.94
		90405	\$ 500.00		\$ 500.00
		90448	\$ (12.50)		\$ (12.50)
		90451	\$ 600.00		\$ 600.00
		90452	\$ 300.00		\$ 300.00
		90458	\$ (10.00)		\$ (10.00)
		90513	\$ 136.48		\$ 136.48
SW8319 Total			\$ 1,513.98	\$ 4,207.61	\$ 5,721.49
SW8388	MUSIC BOX PLUS, THE	90094		\$ 23.75	\$ 23.75
		90095		\$ 314.97	\$ 314.97
		90148		\$ (23.75)	\$ (23.75)
		90202		\$ 363.45	\$ 363.45
		90214		\$ 108.21	\$ 108.21
SW8388 Total				\$ 786.63	\$ 786.63
SW8491	FINDERS KEEPERS	90387	\$ 275.66		\$ 275.66
SW8491 Total			\$ 275.66		\$ 275.66
SW8643	DREAMS OF FANTASY	90642	\$ 141.20		\$ 141.20
SW8643 Total			\$ 141.20		\$ 141.20
SW8704	HEIDI'S OF GRESHAM	90808	\$ 185.97		\$ 185.97
SW8704 Total			\$ 185.97		\$ 185.97
SW8746	GEM JEWELRY COMPANY	90207		\$ 233.21	\$ 233.21
SW8746 Total				\$ 233.21	\$ 233.21
SW8833	WORLDWIDE COLLECTIBLES & GIFTS	90141		\$ (14.25)	\$ (14.25)
		90289		\$ 25.18	\$ 25.18
		90331		\$ 18.84	\$ 18.84
SW8833 Total				\$ 29.77	\$ 29.77
SW8843	STARCREST PRODUCTS OF CALIFORNIA	90875	\$ 3,195.50		\$ 3,195.50
SW8843 Total			\$ 3,195.50		\$ 3,195.50
SW6958	MEMORIES ANTIQUES & GIFTS	90821	\$ 379.53		\$ 379.53
		90854	\$ 292.72		\$ 292.72
SW6958 Total			\$ 672.25		\$ 672.25
SW6998	DOROTHY K'S FLOWERS & GIFTS	90884	\$ 764.98		\$ 764.98
SW6998 Total			\$ 764.98		\$ 764.98
SW7073	ALL SEASONS COLLECTIBLES & GIFTS	90392	\$ 707.38		\$ 707.38
SW7073 Total			\$ 707.38		\$ 707.38
SW7133	SANDY'S HOME DECOR 'N MORE	90345		\$ 18.99	\$ 18.99
SW7133 Total				\$ 18.99	\$ 18.99
SW7192	SOMETHING SPECIAL - MCALESTER	90062		\$ 502.05	\$ 502.05
		90163		\$ (8.75)	\$ (8.75)
SW7192 Total				\$ 493.30	\$ 493.30
SW7220	VILLAGE SHOPPE, THE - GLENDALE	90271		\$ 331.66	\$ 331.66
SW7220 Total				\$ 331.66	\$ 331.66
SW7293	KANSAS STORE, THE	90634	\$ 198.78		\$ 198.78
SW7293 Total			\$ 198.78		\$ 198.78
SW7313	HISTORICAL JONESBORO/CLAYTON COUNTY RECEIPT	90589	\$ 79.53		\$ 79.53
			\$ (22.85)		\$ (22.85)
SW7313 Total			\$ (22.85)	\$ 79.53	\$ 56.68
SW7323	RIVER PALMS CASINO	90383	\$ 546.72		\$ 546.72
SW7323 Total			\$ 546.72		\$ 546.72
SW7369	GENE ALLEN'S GIFTS	90059		\$ (20.00)	\$ (20.00)
		90277		\$ 31.50	\$ 31.50
		90814	\$ 20.00		\$ 20.00

SW7369 Total			\$ 20.00	\$ 11.50	\$ 31.50
SW7400	CHRISTMAS CASTLES	90568		\$ 1,991.13	\$ 1,991.13
SW7400 Total				\$ 1,991.13	\$ 1,991.13
SW7566	ANGEL'S GARDEN - PENSACOLA	90210		\$ 37.46	\$ 37.46
SW7566 Total				\$ 37.46	\$ 37.46
SW7622	VADEN CORPORATION	90287		\$ 69.38	\$ 69.38
SW7622 Total				\$ 69.38	\$ 69.38
SW7751	GROVE PARK INN RESORT & SPA, THE	90682	\$ 4,895.00		\$ 4,895.00
SW7751 Total			\$ 4,895.00		\$ 4,895.00
SW7788	MARCY'S HALLMARK - PONDERAY	90545	\$ 324.00		\$ 324.00
		90677	\$ (10.00)		\$ (10.00)
SW7788 Total			\$ 314.00		\$ 314.00
SW7821	PYRAMID GIFTS, INC.	(blank)	\$ 291.43		\$ 291.43
SW7821 Total			\$ 291.43		\$ 291.43
SW8105	SIX FLAGS GREAT AMERICA (SFGR)	90312		\$ 8.64	\$ 8.64
SW8105 Total				\$ 8.64	\$ 8.64
SW8108	SIX FLAGS DISCOVERY KINGDOM (SFDK)	90398	\$ 202.50		\$ 202.50
SW8108 Total			\$ 202.50		\$ 202.50
SW8682	GOLDSTRIKE CASINO GIFT SHOP	90815	\$ 246.64		\$ 246.64
SW8682 Total			\$ 246.64		\$ 246.64
SW8774	IRA WOOD & SONS, INC.	90610	\$ (17.50)		\$ (17.50)
		90828	\$ 57.10		\$ 57.10
SW8774 Total			\$ 39.60		\$ 39.60
SW8174	SCHLITTEBAHN WATERPARKS	90058		\$ (10.00)	\$ (10.00)
		90407	\$ 762.66		\$ 762.66
SW8174 Total			\$ 762.66	\$ (10.00)	\$ 752.66
SW8184	SMOKY MOUNTAIN TRADER INC.	90371	\$ 391.19		\$ 391.19
SW8184 Total			\$ 391.19		\$ 391.19
SW9354	TJ MAXX	90514	\$ 13,512.05		\$ 13,512.05
		90516	\$ 1,814.10		\$ 1,814.10
		90516	\$ 2,146.00		\$ 2,146.00
		90526	\$ 3,755.69		\$ 3,755.69
SW9354 Total			\$ 21,226.84		\$ 21,226.84
SW9368	MARSHALLS	90508	\$ 17,402.29		\$ 17,402.29
		90518	\$ 1,162.80		\$ 1,162.80
SW9368 Total			\$ 18,565.19		\$ 18,565.19
SW9418	SOUTH AUSTIN HOSPITAL GIFT SHOP	90606	\$ 77.50		\$ 77.50
		90620	\$ 80.00		\$ 80.00
		90624	\$ (13.50)		\$ (13.50)
		90625	\$ 27.00		\$ 27.00
SW9418 Total			\$ 161.00		\$ 161.00
SW9439	BLACK-EYED SUSAN	90098	\$ 208.09		\$ 208.09
		90134	\$ (11.25)		\$ (11.25)
		RECEIPT	\$ (63.26)		\$ (63.26)
SW9439 Total			\$ (63.26)	\$ 196.84	\$ 143.58
SW9445	DEEDE'S HALLMARK	90565	\$ 55.00		\$ 55.00
SW9445 Total			\$ 55.00		\$ 55.00
Grand Total			\$ 16,388.65	\$ 69,737.23	\$ 48,383.77
					\$ 126,609.65

TRADEMARK LIST

CALENDAR CLUB
TRADEMARKS

MARK
U.S. TRADEMARKS:

MARK	OWNER	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	ACTION DUE/DUE DATE
ANNA ROSA	Sandbox LLC	2,939,087	76/460,279	4/12/2005	Sec. 8/15: 4/12/2010- 4/12/2011
THE ANNA ROSA COLLECTION (design)	Sandbox LLC	2,939,088	76/460,280	4/12/2005	Sec. 8/15: 4/12/2010- 4/12/2011
AMERICAN TREASURES COLLECTION	Sandbox LLC	1,739,725	74/199,580	12/15/1992	20 year Renewal: 12/15/2014- 12/15/2012
THE SAN FRANCISCO MUSIC BOX COMPANY	Sandbox LLC	1,725,457	74/079,253	10/20/1992	20 year Renewal: 10/20/2014- 10/20/2012
THE SAN FRANCISCO MUSIC BOX COMPANY (design)	Sandbox LLC	1,614,430	74/006,229	9/18/1990	30 year Renewal: 9/18/2019- 9/17/2020
THE SAN FRANCISCO MUSIC BOX COMPANY	Sandbox LLC	1,486,526	73/660,709	4/26/1988	30 year Renewal: 4/26/2017- 4/26/2018

TRADEMARK

REEL: 004862 FRAME: 0430

DOMAIN NAME LIST

URLs owned/related to SFMusicBox

bestjewelryboxes.com
jewelryboxesanfranciscomusicbox.com
jewelsboxes.com
musicboxesforie.com
musicboxeslive.com
musicboxesanfranciscomusicbox.com
musicboxesfmb.com
musicboxesite.com
musicboxesweb.com
newjewelryboxes.com
newmusicboxes.com
sanfranciscojewelrybox.com
sanfranciscomusicbox.com
sfmusicbox.com
Sfmusicbox.net
sfrecruiting.com
sfrecruiting.net
thesanfranciscogiftco.com
thesanfranciscogiftco.net
thesanfranciscomusicbox.com
thesanfranciscomusicbox.net
thesanfranciscomusicboxandgiftco.com
thesanfranciscomusicboxandgiftco.net
thesfmusicbox.com
thesfmusicbox.net

EXHIBIT B

Allocation of Purchase Price

<u>Type of Asset</u>	<u>Category</u>
Accounts Receivable	Class III
Inventory	Class IV
Guaranteed Payments	Class VI

ASSIGNMENT AND BILL OF SALE

ASSIGNMENT AND BILL OF SALE dated 28 2010 (the "Bill of Sale"), by and among ONLINE HOLDING COMPANY, a Kansas corporation ("Buyer"), and CALENDAR HOLDINGS LLC, a Delaware limited liability company ("Company"), and SANBOX LLC, a Delaware limited liability company (together with Company, the "Sellers").

RECITALS

- A. Sellers and Buyer have entered into that certain Agreement for Purchase and Sale of Assets of even date herewith (the "Purchase Agreement").
- B. The Purchase Agreement provides for, among other things, the sale, conveyance, transfer, assignment and/or delivery by Sellers to Buyer of the Assets (as defined in the Purchase Agreement) in consideration for the payments to be made by Buyer set forth in Section 4 of the Purchase Agreement.
- C. By this Bill of Sale, Sellers are vesting in Buyer their right, title and interest in, to and under the Assets as provided herein.

COVENANTS

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Definitions. All capitalized, undefined terms used herein shall have the respective meanings ascribed to them in the Purchase Agreement.
2. Assignment and Conveyance of Assets. Each Seller hereby forever conveys, grants, sells, transfers, sets over, assigns, alienates, remises, releases, delivers and confirms unto Buyer, its successors and assigns, all of Seller's right, title and interest (of every nature and description, whether tangible or intangible, whether real, personal, or mixed, whether accrued, contingent or otherwise, wherever located) in, to and under the Assets.
3. Subject to Agreement. Except as expressly provided herein, nothing contained in this Bill of Sale shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Bill of Sale does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Bill of Sale, the provisions of the Purchase Agreement shall govern and control.
5. Construction. This Bill of Sale has been executed in, and shall be construed and enforced in accordance with, the laws of the State of Kansas, without regard to the conflicts of laws principles thereof.

6. Successors and Assigns. This Bill of Sale shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. Amendment, Waiver and Termination. This Bill of Sale may not be amended or terminated, and no provision hereof may be waived, except by a writing signed by each of the parties hereto.

8. Headings. The headings in this Bill of Sale are for the purpose of reference only and shall not limit or otherwise affect the meaning hereof.


9. Counterparts. This Bill of Sale may be executed by facsimile signature and in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signature page attached]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Bill of Sale as of the date first above written.

BUYER:

ONLINE HOLDING COMPANY


By: Larry Likens

Its: Vice President

SELLERS:

CALENDAR HOLDINGS LLC


By: Jim Huel

Its: CFO

SANBOX LLC


By: Jim Huel

Its: CFO

GUARANTY

This GUARANTY (this "Guaranty"), dated May 28, 2010, is made by NATIONS HOLDING COMPANY, a Kansas corporation ("Guarantor"), in favor of CALENDAR HOLDINGS LLC, a Delaware limited liability company ("CH"), and SANBOX LLC, a Delaware limited liability company (together with CH, the "Beneficiaries").

RECITALS:

A. Online Holding Company, a Kansas corporation (the "Obligor"), and the Beneficiaries, among others, are parties to an Agreement for Purchase and Sale of Assets of even date herewith (the "Agreement"), pursuant to which Obligor has purchased certain assets of the Beneficiaries (the "Transaction"), and agreed to pay to the Beneficiaries, as part of the consideration in the Transaction, the Guaranteed Payments and payments required by Section 3.D of the Agreement, if applicable (collectively, the "Post-Closing Payments").

B. Obligor and CH are parties to a Buying Agent Agreement (the "Agent Agreement"), pursuant to which Obligor has agreed to make certain payments to CH for its services thereunder ("Agent Payments").

C. Shareholders owing a majority of the outstanding capital stock of Guarantor own a majority of the outstanding capital stock of Obligor. In view of its relation to the Obligor, the Guarantor will derive substantial benefit from the Transaction.

COVENANTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Guarantor has agreed to guarantee the payment of the Post-Closing Payments due and owing under the Agreement. Accordingly, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Guaranty have the meanings ascribed to them in the Agreement.

2. The Guaranty.

(a) The Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Beneficiaries the prompt payment and performance of the Post-Closing Payments due and owing under the Agreement and absolutely, unconditionally and irrevocably guarantees to CH the prompt payment and performance of the Agent Payments due and owing under the Agent Agreement. Notwithstanding the foregoing, the Guarantor shall not be obligated to make any Post-Closing Payment that is not finally determined as due and payable under the Agreement, or is otherwise the

subject of dispute in accordance with the Agreement.

(b) This Guaranty shall continue in full force and effect and shall not be discharged in whole or in part notwithstanding any modification, amendment, extension, termination, waiver, or release of the Agreement. Guarantor hereby waives notices of any of the foregoing.

(c) Guarantor's obligations hereunder shall remain fully binding although any Beneficiary may have waived one or more defaults by the Obligor or extended the time of performance by the Obligor.

(d) This Guaranty shall remain in full force and effect notwithstanding the institution by or against the Obligor of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Agreement in any such proceedings or otherwise.

3. Representations and Warranties. The Guarantor represents and warrants to the Beneficiaries that:

(a) The making and performance by the Guarantor of this Guaranty does not and will not conflict with or result in a breach of, or require any consent under, any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the Guarantor is a party or by which the Guarantor is bound, or constitute a default under any such agreement or instrument.

(b) The execution and delivery of this Guaranty and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Obligor. This Guaranty has been duly and validly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms.

(c) No authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency, or any securities exchanged are necessary for the execution, delivery or performance by the Guarantor of this Agreement or for the validity or enforceability hereof.

4. Miscellaneous.

(a) All notices, request, consents and demands hereunder shall be in writing and delivered to the intended recipient as provided in Section 14 of the Agreement and shall be deemed to have duly been given as set forth in such Section 14, it being understood that the notice to Buyer as set forth in the Agreement is deemed to be notice to the Guarantor.

(b) The terms of this Guaranty may be amended only by an instrument in writing signed by the Guarantor and the Beneficiaries and may be waived only by an instrument in writing signed by the Beneficiaries. Any such amendment or waiver shall be binding upon the Beneficiaries and the Guarantor.

(c) This Guaranty shall be binding upon and inure to the benefit of the successors and assigns of the Guarantor and the Beneficiaries (provided, however, that the Guarantor shall not assign or transfer its rights or obligations hereunder without the prior written consent of the Beneficiaries).

(d) This Guaranty may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. The parties may execute this Guaranty by facsimile signatures and agree that facsimile signatures shall be valid and binding to the same extent as an original signature.


(e) The interpretation and construction of this Guaranty, the obligations of the Guarantor and the Beneficiaries, and any claims or disputes relating to this Guaranty, shall be governed by and construed in accordance with the domestic laws of the State of Texas excluding the choice or conflicts of law rules of that state which might otherwise be applicable. Each of the Guarantor and the Beneficiaries consent to the exclusive jurisdiction of the state and federal courts sitting in the State of Texas, agree that any proceeding in connection with any claim or dispute relating to this Guaranty shall be conducted in such courts, and waive any defense of lack of personal jurisdiction or improper or inconvenient venue, even if another forum is more convenient. EACH OF THE GUARANTOR AND THE BENEFICIARIES WAIVE TRIAL BY JURY AND CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

(f) If any provision of this Guaranty is determined to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

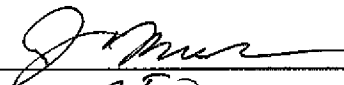
[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Guaranty to be duly executed and delivered as of the day and year first above written.

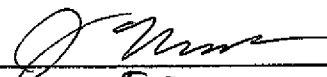
Guarantor: NATIONS HOLDING COMPANY

By: 
Its: PRESIDENT

Beneficiaries: CALENDAR HOLDINGS LLC.

By: 
Its: CEO

SANBOX LLC.

By: 
Its: CEO

[Signature page to Guaranty dated May 28, 2010]

BUYING AGENT AGREEMENT

This AGREEMENT (this "Agreement"), dated May 25 2010, is made by CALENDAR HOLDINGS LLC, a Delaware limited liability company ("CH"), and ONLINE HOLDING COMPANY, a Kansas corporation ("OHC").

RECITALS:

A. CH and OHC are parties to that certain Agreement for Purchase and Sale of Assets of even date herewith pursuant to which OHC has agreed to purchase from CH certain inventory, accounts receivable, licenses and other assets used in the business known by the trade name "San Francisco Music Box Company" (the "Business").

B. OHC desires to retain CH to assist it in the manufacturing of certain products sold in the Business.

COVENANTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Appointment and Authorization of Agent.

On the terms and subject to the conditions set forth in this Agreement, OHC hereby retains CH as an independent contractor to provide OHC with all the services described in Section 2.

2. Scope of Agent's Basic Responsibilities

CH shall perform the following services through its Asian office as may be required by OHC:

a) Use commercially reasonable efforts to identify suppliers to produce OHC products and/or component parts and/or fulfill "off the shelf" requirements, in each case for products sold in the Business or reasonably related thereto as requested by OHC (collectively, the "Products").

b) Assist in the negotiation of prices at which OHC shall purchase the Products.

c) Inspect Products being manufactured to confirm that OHC's quality standards are being maintained.

d) Perform such other services as OHC may reasonably request from time to time to the extent such work is related to the manufacture of Products.

3. Purchase Orders; Commissions

a) OHC shall place all purchase orders for Products (i) to be manufactured by suppliers identified by CH under this Agreement or (ii) in respect of which CH has provided services under this Agreement, in each case through CH. In consideration of the services to be performed by CH under this Agreement, OHC shall pay CH a commission equal to 6% of OHC's cost of all Products subject to purchase orders placed through CH, less credits and returns to manufacturers/suppliers.

b) Commissions shall be billed to OHC in the following manner: CH shall submit to OHC an invoice for its commission. In no event shall CH's commission be set forth or listed on the manufacturer's/supplier's invoice. OHC's payment of commissions will be made within ___ days of the CH invoice date in the manner prescribed in such invoice (bank check, wire transfer etc.).

c) During the term of this Agreement, OHC will purchase through CH a minimum of (i) \$400,000 of Products (measured at OHC's cost and based on purchase orders submitted by OHC through CH) during the balance of the 2010 calendar year, and (ii) \$1,200,000 of Products (measured at OHC's cost and based on purchase orders submitted by OHC through CH) per calendar year thereafter.

4. Independent Contractor

CH is an independent contractor, shall not be subject to a fixed work schedule, and shall not have an employment relationship with OHC. At its own expense, CH shall provide adequate secretarial and staff support as required to perform all of its obligations under this Agreement. CH has no authority to assume or create any obligations, express or implied, in the name of or on behalf of OHC, its affiliates or subsidiaries.

5. Representations

CH represents and warrants that:

a) It is not a party to any agreement which conflicts with the terms of this Agreement or restricts CH in any manner from performing its obligations as set forth herein.

b) It has no ownership or financial interest in, nor does it exercise any control over the suppliers and/or manufacturers of products and/or component parts ordered by CH on behalf of OHC.

c) None of the suppliers and/or manufacturers of products and/or component parts ordered by CH on behalf of OHC has any ownership or financial interest whatsoever in, nor do any of them exercise control over, CH.

d) It does not, and shall not, in the ordinary course of business, maintain an inventory of products and/or component parts for its own account, but shall only order such products and/or component parts for OHC in accordance with OHC's instructions.

e) It does not receive any compensation and will not receive any compensation from any manufacturer and/or supplier of products and/or component parts ordered on behalf of OHC.

f) It will not share any commission received from OHC pursuant to this Agreement with the manufacturers and/or suppliers of any products and/or component parts ordered on behalf of OHC.

6. Indemnification; Limitation of Liability

OHC shall indemnify and hold CH and its subsidiaries and affiliates, and their respective directors, officers, employees, agents, shareholders, partners, members and other owners, harmless against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any services performed by CH by or on behalf of OHC under this Agreement and (ii) any breach by OHC of any covenant or agreement made by it herein. CH SHALL NOT BE LIABLE TO OHC FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR SAVINGS) WHICH MAY ARISE OUT OF THE MATTERS CONTEMPLATED BY THIS AGREEMENT. This obligation shall survive the termination of this Agreement.

7. Duration and Termination

a) This Agreement shall become effective as of the date hereof, and continue through June 1, 2013.

b) If a party breaches this Agreement and such breach is not cured by the breaching party within thirty (30) days of receipt of notice reasonably describing such breach, the non-breaching party shall have the right to terminate this Agreement immediately. Either party may terminate this Agreement, effective immediately upon written notice, if: (i) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver or trustee in bankruptcy; (ii) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days; or (iii) the other party is adjudged bankrupt or insolvent.

8. Assignment and Delegation

OHC may not assign this Agreement and shall not assign any rights or delegate any duties hereunder without CH's written authorization.

9. Modification

This writing contains the entire agreement of the parties with respect to the subject matter hereof. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee or other representative of either party is empowered to alter any term of this Agreement, unless done in writing and signed by an officer of the respective parties.

10. Controlling Law

The interpretation and construction of this Agreement, the obligations of the parties, and any claims or disputes relating to this Agreement, shall be governed by and construed in accordance with the domestic laws of the State of Texas excluding the choice or conflicts of law rules of that state which might otherwise be applicable. Each of the parties consents to the exclusive jurisdiction of the state and federal courts sitting in the State of Texas, agrees that any proceeding in connection with any claim or dispute relating to this Agreement shall be conducted in such courts, and waives any defense of lack of personal jurisdiction or improper or inconvenient venue, even if another forum is more convenient. EACH PARTY WAIVES TRIAL BY JURY AND CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11. Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

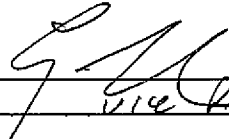
12. Notices

All notices pertaining to this Agreement shall be in writing and transmitted either by email or mail. All notices shall be sent to the addresses set forth above for the respective parties, unless either gives written notice of a change of address.

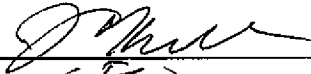
[signatures on following page]

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

ONLINE HOLDING COMPANY

By: 
Its: via Resnet

CALENDAR HOLDINGS LLC.

By: 
Its: CEO