

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
SpeedNet Services, Inc.	FORMERLY DTN Speednet Services, LLC	10/31/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyOn Communications, Inc.		
Street Address:	4067 Dean Martin Dr.		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89103		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2950620	SPEEDNET	
CORRESPONDENCE DATA			
Fax Number:	3037962777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-796-2626		
Email:	scanner@bflaw.com		
Correspondent Name:	Colleen R. Belak		
Address Line 1:	6400 S. Fiddlers Green Circle		
Address Line 2:	Suite 1000		
Address Line 4:	Greenwood Village, COLORADO 80111		
ATTORNEY DOCKET NUMBER:	3406.29		
NAME OF SUBMITTER:	Colleen R. Belak		
Signature:	/Colleen R. Belak/		

OP \$40.00 2950620

Date:

12/10/2012

Total Attachments: 8

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ASSET PURCHASE AND SALE AGREEMENT

between

KeyOn Communications, Inc.

as Buyer,

and

SpeedNet Services, Inc.,

as Seller

Dated as of October 31, 2006

TRADEMARK

REEL: 004915 FRAME: 0957

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the ____ day of _____, 2006 by and between KeyOn Communications, Inc., a corporation formed and existing under the laws of the State of Nevada ("Buyer"), on the one hand and SpeedNet Services, Inc., a corporation formed and existing under the laws of the State of Delaware ("Seller"), on the other. Buyer and Seller are hereinafter, at times, collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Seller operates communications systems providing both wireless and dial-up Internet access and other related Internet services to both residential and commercial customers in the Midwest United States (the "Business"), and owns certain assets used in providing such services to its customers of the Business; and

WHEREAS, Buyer desires to buy and Seller desires to sell, substantially all of the assets used primarily in the Business, all of the customers in the Business, and the goodwill related to the Business on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intended to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, certain terms used in this Agreement and not otherwise defined herein shall have the meanings designated below:

1.1 "Accounts Receivable" shall mean the rights of Seller as of the Closing Date to payment for services performed or to be performed for customers of the Business, whether earned or unearned, provided such receivables are not older than 60 days and for which no reserve allowance has been previously made.

1.2 "Accounts Payable" shall mean the obligations of Seller as of the Closing Date to pay for services received, provided such payables have occurred in the Ordinary Course of Business.

1.3 "Accrued Expenses" shall mean the obligations of Seller as of the Closing Date to pay for services received from third parties prior to the Closing, yet due and owing at some date after the Closing Date, provided such payables have occurred in the Ordinary Course of Business.

1.4 "Affiliates" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, including, without limitation, any Subsidiary of such Person. "Controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, or as trustee or executor, of

1.52 "Taxes" means any and all taxes, sums or amounts assessed or assessable, levied and due by any federal, state or county or other local governmental authority or agency, including without limitation, real and personal property taxes, income taxes, whether measured by gross or net income or profit, franchise, excise, sales and use taxes, employee withholding, social security, unemployment taxes and any other taxes required to be paid by Seller, including interest and penalties in respect thereof whether disputed or not, and whether accrued, contingent, due, absolute, deferred, unknown or other, together with any and all penalties, interests and additions to all such taxes, sums or amounts.

1.53 "Termination Fee" shall mean a fee due and owing by the Seller to the Buyer in the amount of \$500,000.00 in accordance with those limited conditions set forth in Section 11.3.

1.54 "UCC" shall mean the Uniform Commercial Code as amended from time to time.

ARTICLE 2 SALE AND PURCHASE OF ASSETS

2.1 Sale and Purchase. At the Closing, upon the terms and subject to the conditions set forth in this Agreement, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase and receive from Seller, at the Closing, free and clear of all Encumbrances (other than the Assumed Liabilities), all of the Seller's rights, title and interest in and to the Assets. Buyer shall be entitled to possession of the Assets upon the Closing.

(a) "Assets" shall consist of the following:

(i) all of Seller's tangible personal property (including, without limitation, all equipment, machinery, inventory, parts, leasehold improvements and supplies owned by Seller and located at customer sites, tower sites, and with resellers used by Seller in the Business);

(ii) the Site Leases and those Contracts noted on Schedule 4.4 as being assumed by Buyer;

(iii) the Subscribers;

(iv) the Accounts Receivable;

(v) all warranties held by Seller with respect to the Assets to the extent such warranties are assignable;

(vi) all financial and operating records related solely to the Business (including all of Seller's customer lists, books and records, engineering data, equipment lists, parts lists, reseller lists, and customer correspondence and telephone logs relating to the Business) in Seller's possession on the Closing Date, provided Seller may retain a copy of such records for administrative and audit related purposes only;

(vii) all of Seller's goodwill associated solely with the Business;

(viii) the software used in the Business, to the extent such software is assignable;

(ix) All Prepaid Expenses; and

(x) All Intellectual Property, to the extent assignable.

(b) Excluded Assets. Notwithstanding any provision to the contrary contained in this Agreement, the following items shall not be included in the Assets: (i) Seller's cash and cash equivalents, sums in checking, clearing and depository accounts, credit cards or accounts, investments, and accounts receivable relating to subscribers of Seller's services who have been cancelled prior to Closing (ii) any assets and records not relating to the Business and all corporate, accounting and tax records relating to the Business, (iii) refunds for Taxes and insurance premiums, (iv) insurance policies, (v) employee benefit plans (whether or not covered by ERISA (as defined herein)) subject to Buyer's covenant to provide the Employee Health Benefits as provided in Section 6.13, and (vi) Seller's rights under this Agreement and the ancillary agreements thereto.

2.2 Assumption of Certain Liabilities. Buyer shall assume only those liabilities related to the Business or Assets which are referred to in Section 2.2(a) or are otherwise expressly assumed in this Agreement (the "Assumed Liabilities")

(a) "Assumed Liabilities" include:

(i) Accounts Payable and Accrued Expenses;

(ii) Deferred Revenue (any amount in excess of \$500,000 will be a Purchase Price Adjustment pursuant to Section 3.2(d));

(iii) those Contracts noted on Schedule 4.4 as being assumed by Buyer;

(iv) the Site Leases;

(v) the office lease for the property located at 12809 W. Dodge Road, Omaha, NE 68114, a copy of which is attached hereto as Schedule 2.2(a)(v);

(vi) the Capital Leases;

(vii) All telecommunications access and usage obligations (including all transport, termination and backhaul agreement obligations) as detailed on Schedule 2.2(a)(vii);

(viii) all obligations of Seller arising or accruing after the Closing Date in respect of Seller's contracts, agreements and arrangements with Subscribers which Seller has entered into in the Ordinary Course of Business; and

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the date first above written.

SpeedNet Services, Inc.

By: Dean Giesselmann
Dean Giesselmann
Chief Executive Officer

And: Roger Brodersen
Roger Brodersen
Chairman of the Board

KeyOn Communications, Inc.

By: Jonathan Snyder
Jonathan Snyder
Chief Executive Officer

**Schedule 4.12
Intellectual Property**

Domain Names

dtnspeed.net
dtnspeed.com
speednet.com
speednet.net

Service Mark SPEEDNET

Non-Compete Agreement received in an acquisition of sioux falls network

Prairie Fire Expires 3/31/2007

Software Developed Internally for Internal operational / management use

TCACS	Traffic Control Access Control System and usage meter
Frontline	Web based portal used to communicate with dealers and sales and lead tracking system
Speedy	Web based portal used by technical support to find various tools and information in better support of customers
Aime	Site database management tool

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), is made as of the 31 day of January, 2007 ("Effective Date"), by and between SpeedNet Services, Inc., a Delaware corporation (the "Assignor") and KeyOn Communications, Inc., a Nevada corporation ("Assignee"), in connection with that certain Asset Purchase Agreement, by and between Assignor, as seller, and Assignee, as purchaser, and dated as of October 31, 2006 (the "Agreement"), pursuant to which Assignor agreed to sell to Assignee and Assignee agreed to purchase the Business. All capitalized terms not otherwise defined herein shall have the definitions set forth in the Agreement.

WHEREAS, in accordance with the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Assets (as defined in Section 2.1 (a) of the Agreement).

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. To the extent assignable, all right, title and interest of Assignor in and to those Assets as described in Section 2.1 (a) of the Agreement are assigned to Assignee.

2. Assignee hereby accepts the foregoing assignment and hereby assumes all of the Assumed Liabilities as described in Section 2.2 (a) of the Agreement and all duties and obligations of Assignor with respect to the Assumed Liabilities from and after the date hereof. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all Claims asserted against or incurred by Assignor as a result of any acts or omissions, from and after the Effective Date of this Assignment, in connection with the Assumed Liabilities. "Claims" shall mean claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees, whether suit is instituted or not). Assignor shall defend, indemnify and hold harmless Assignee from and against any and all Claims asserted against or incurred by Assignee as a result of any acts or omissions prior to the Effective Date of this Assignment in connection with the Assumed Liabilities.

3. To the extent assignable, all right, title and interest of Assignor in and to all warranties and guaranties (express or implied) made by or received from any third party with respect to any building, building component, structure, fixture, machinery, equipment, or material situated on, contained in any building or other improvement situated on, or comprising a part of any building or other improvement or other property situated on, or comprising any part of the Business (collectively, "Warranties") are assigned to Assignee;

4. Assignor does hereby assign to Assignee all of the Assignor's right, title and interest, if any, in and to the following intangible personal property: any and all

licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect for the current use and operation of the Business; architectural or engineering plans and specifications and development rights that exist as of the Effective Date and relate to the Business or the Assets; and any and all rights to the name of the Business and the improvements upon the Business.

5. This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of Nevada, without regard to the application of choice of law principles.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date first above written.

ASSIGNOR:

SpeedNet Services, Inc.,
a Delaware corporation

By: Dean Giesselmann
Name: Dean Giesselmann
Its: CEO

ASSIGNEE:

KeyOn Communications, Inc.,
a Nevada corporation

By: Jonathan Snyder
Its: President