

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
KeyOn Communications, Inc.		04/26/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Skybeam Acquisition Corporation		
Street Address:	400 Inverness Parkway		
Internal Address:	Suite 330		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	CORPORATION: COLORADO		
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: 9

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is made and entered into as of April 26, 2012 (the "**Effective Date**"), by and between Skybeam Acquisition Corporation, a Colorado corporation ("**Skybeam**") and KeyOn Communications, Inc., a Nevada corporation (the "**Company**").

WHEREAS, Skybeam desires to acquire substantially all of the Company's wireless assets required for operating the Company's wireless broadband services and the Company's other wireless internet services, in exchange for cash, whereby Skybeam shall immediately thereafter have control of such assets (the acquisition of such assets in exchange for cash and the other transactions contemplated by this Agreement is referred to herein as the "**Acquisition**");

WHEREAS, the Company desires to sell substantially all of its wireless assets required for operating the Company's wireless broadband services and the Company's other wireless internet services to Skybeam; and

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

1. The Assets

1.1 Transfer of Assets; Exclusion of Certain Assets; Assumption of Liabilities; Exclusion of Certain Liabilities.

(a) The Company agrees to transfer to Skybeam, and Skybeam agrees to acquire from the Company at 12:01 AM on the Closing Date (the "**Effective Time**"), all of the Company's right, title and interest in, to and under the following assets (the "**Assets**") used in the operation of the Company's wireless broadband services ("**Wireless Services**") and the Company's other wireless internet services ("**Web Services**" and, together with the Wireless Services, the "**Asset Services**"), provided, the terms Assets, Wireless Services, Web Services and Asset Services shall not include assets, equipment or subscribers associated with the Company's operations in Ohio:

- (i) All of the Company's Subscriber contracts for Asset Services (the "**Subscriber Contracts**"), including those listed on Schedule 1.1(a)(i);
- (ii) All of the Company's right, title and interest to the towers which are leased or owned by the Company and utilized to provide Asset Services (such tower leases, the "**Tower Leases**" and, together with the Company's right, title and interest to the towers leased or owned by the Company, the "**Tower Rights**"), including those listed on Schedule 1.1(a)(ii);
- (iii) All of the Company's equipment necessary to provide Asset Services and other excess equipment inventory on hand (the "**Equipment**"), including the equipment listed on Schedule 1.1(a)(iii);
- (iv) All of the Company's right, title and interest to the vehicles owned by the Company and utilized to provide Asset Services (the "**Vehicles**"), including the vehicles listed on Schedule 1.1(a)(iv);

- (v) The Company's intellectual property (including IP addresses) used in providing Asset Services, including the right to use the name "Keyon Communications" or any part of the name as a trade name or otherwise and the other intellectual property listed on Schedule 1.1(a)(v) (the "*IP Assets*"); and
- (vi) All subscription receivables and accounts receivable of the Company for Asset Services which are not collected by the Company on or prior to the Closing Date; subject to adjustment as set forth in Section 1.1(f) (the "*Subscriber A/R*").
- (vii) Any prepayments received by the Company on or prior to the Closing Date for Asset Services to be delivered to Subscribers on or after the Closing Date (the "*Prepays*").

(b) Nothing contained herein to the contrary shall, or shall be deemed to, transfer any of the following assets to Skybeam, and the Company hereby retains all right, title and interest to, in and under the following assets (collectively, the "*Excluded Assets*"): (i) all assets of the Company other than the Assets, (ii) any assets that are used exclusively or primarily in the Company's voice over Internet protocol business (including any assets acquired by the Company from CommX Holdings, Inc., CommX, Inc., and Communications Xchange, LLC), (iii) all assets utilized to provide Asset Services to subscribers located in the state of Ohio and (iv) the Company's rights under this Agreement and any documents referred to or delivered in connection with this Agreement.

(c) The Assets will be delivered free and clear of all of the Company's liabilities of any and every kind and description except for Permitted Exceptions. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Skybeam shall assume, effective as of the Effective Time, only the following liabilities of the Company (collectively, the "*Assumed Liabilities*"): (i) all liabilities relating to Skybeam's operation of the Assets to the extent arising out of underlying events, actions or failures to act occurring during the period from and after the Effective Time, (ii) all liabilities arising under the Tower Leases to the extent arising out of underlying events, actions or failures to act occurring during the period from and after the Effective Time, (iii) all liabilities for taxes that relate to the Assets or the Assumed Liabilities to the extent arising or relating to the period from and after the Effective Time, and (iv) all other liabilities necessary to provide service to the Subscribers provided such liability is incurred by Skybeam on or after the Closing Date; with respect to Subsections 1.1(c)(i)-(iv), such liabilities shall be considered to be Assumed Liabilities only to the extent such Assumed Liabilities arise out of underlying events, actions or failures to act of Skybeam occurring during the period from and after the Effective Time.

(d) All Subscriber A/R and any other fees from Subscribers (including fees for Asset Services delivered by the Company on or before the Closing Date) received by the Company after the Closing Date and for or attributable to Asset Services shall be paid directly to Skybeam no later than fifteen (15) business days after receipt of such funds along with an itemized listing of the source of such funds and to what the funds relate (if known).

(e) Complete copies of all Subscriber billing information possessed by the Company shall be delivered to Skybeam within two (2) business days after the Closing.

(f) In exchange for all of the Subscriber A/R, Skybeam agrees to pay the Company an amount determined based on the following criteria: Subscriber A/R aged between 0-30 days from the date due as of the Closing Date, for any Subscriber that does not have an A/R balance aged beyond 30

agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the parties with respect to the subject matter hereof, including that certain letter of intent, dated February 17, 2012, by and among JAB Wireless, Inc. and the Company.

13.12 Further Assurances. From and after the date of this Agreement, upon the request of Skybeam or the Company, the Company and Skybeam shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement. If at any time it is necessary that a party be furnished with additional information, documents or records in order properly to prepare or support its tax returns or other documents or reports required to be filed with governmental entities or otherwise for any purpose in connection with the performance or discharge by the parties of their obligations hereunder, and such information, documents or records are in the possession or control of the other party, such other party agrees to use all reasonable efforts to timely furnish or make available such information, documents or records (or copies thereof).

13.13 Authorized Execution. Each individual signing below represents and warrants (a) that he or she is authorized to execute this Agreement for and on behalf of the party for whom he or she is signing, (b) that such party shall be bound in all respects hereby, and (c) that such execution presents no conflict with any other agreement of such party.

13.14 Facsimile/PDF Signatures. The parties hereto agree that transmission to the other party of this Agreement with its facsimile or PDF signatures shall bind the party transmitting this Agreement by facsimile or PDF in the same manner as if such party's original signature had been delivered.

13.15 No Partnership. Nothing in this Agreement shall be construed to constitute a partnership between the parties hereto, and the parties expressly agree that no such partnership is intended. No person or entity other than the parties hereto shall have, be deemed to have or claim any third party, direct or indirect rights or claims to this Agreement or the matters described herein.

13.16 Representation by Counsel. Each of the parties acknowledges that they have been represented by legal counsel in the negotiation and execution of this Agreement.

13.17 Assignment. Other than an assignment by Skybeam to an affiliated entity of Skybeam upon written notice to the Company, neither party may, directly or indirectly, assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other party, which consent may be withheld at the other party's sole and absolute discretion; provided, however, that no such assignment by Skybeam shall relieve Skybeam of its obligations or liabilities hereunder. Upon any such permitted assignment, the references in this Agreement to Skybeam shall also apply to any such assignee unless the context otherwise requires. Any purported assignment or delegation without such consent shall be null and void.

13.18 Construction. Any rule or provision of law which provides that a contract or agreement shall be construed against the drafter of such contract or agreement shall not apply to this Agreement and the documents contemplated by this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Any reference herein to "including" shall be interpreted as "including without limitation."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

KEYON COMMUNICATIONS, INC.,
a Nevada corporation

By: 

Thomas M. Wittenschlaeger, CEO

SKYBEAM ACQUISITION CORPORATION,
a Colorado corporation

By: 

James C. Vaughn, CEO and President

Signature Page to Asset Purchase Agreement

TRADEMARK
REEL: 004915 FRAME: 0981

SCHEDULE 1.1(A)(V) – IP ASSETS

Computer	Operating System	Computer Description	System Make/Model	Software/Licenses
OMA-VMWARE01	VMWARE ESXi 4.0	VMWARE Server	Dell PE 710	
OMA-VMWARE02	VMWARE ESXi 4.0	VMWARE Server	Dell PE 710	
QUICKBOOKS	Windows Server 2003	Quickbooks Server	VM	Quickbooks Enterprise 7.0
OMA-CHAT01	Windows Server 2003 R2	Openfire Server	VM	
OMA-EXCH01	Windows Server 2008 R2 Standard	Exchange 2010 Server	Dell PE M805	Exchange 2010 Standard - 75 CALs
MAILENABLE	Windows Server 2003	Mail Enable Server - Customers	VM	Mail Enable Standard Edition
ESC	Windows Server 2003 R2	Accounting PC	VM	
ENGAGE-DC01	Windows Server 2008 R2 Standard	EngageIP DC	Dell PE 1950	
ENGAGE-SQL01	Windows Server 2003 R2	EngageIP SQL Server	Dell PE M610	SQL Server 2005 Standard Edition
ENGAGE-SQL02	Windows Server 2003 R2	EngageIP SQL Server	Dell PE M610	SQL Server 2005 Standard Edition
ENGAGE-IIS	Windows Server 2008 R2 Standard	EngageIP IIS Server	Dell PE 1950	Logisense EngageIP
OMA-BACKUP01	Freenas 8	Backup Server	Dell PE 2950	
PASSPOINT	Windows XP Pro	Door Security	VM	ADEMCO PassPoint Plus
CRM	Windows Server 2003	DYBB CRM Server	VM	Microsoft Dynamics 4
OMA-DC01	Windows Server 2008 R2 Standard	Keyon DC	Dell PE 1950	
OMA-APP01	Windows Server 2008 R2 Standard	Accounting Server	VM	Sage MAS200, Sage FAS500, FRx 6.7
OMA-FS01	Windows Server 2008 R2 Standard	File Server	VM	
OMA-TS01	Windows Server 2008 R2 Standard	Terminal Server	VM	Remote Desktop Services - 10 CALs, Office 2010 Standard
DYNAMICS	Windows Small Business Server: 2003	CRM	VM	Microsoft Dynamics 4
EAGLE-RUN	Windows XP	UNK	VM	
ENG-08	Windows 7 Ultimate	Engineering PC	Dell Latitude	
ACT-01	Windows 7 Pro	Accounting PC	Dell Vostro 230	Office 2010 Standard
CSR-02	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
NOC-01	Windows 7 Pro	Engineering PC	Dell Dimensions	
CSR-07	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
CSR-13	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
CSR-20	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
CSR-16	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
CLAMASTERS-LT	Windows 7 Pro	Engineering PC	Dell Latitude	Office 2010 Standard

CSR-11	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
CSR-08	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
CSR-17	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
CSR-22	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
CSR-10	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
ENG-06	Windows 7 Pro	Engineering PC	Dell Latitude	Office 2010 Standard
ENG-03	Windows 7 Pro	Engineering PC	Dell Latitude	Office 2010 Standard
CSR-06	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
CSR-18	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
CSR-PROJECTOR	Windows XP Pro	CSR PC	Dell Dimensions	
CSR-15	Windows 7 Pro	CSR PC	Dell Vostro 230	Office 2010 Standard
D53BWZ41	Windows 7 Pro	Engineering PC	Dell Latitude	Office 2010 Standard
LAS-DC01	Windows Server 2008 R2 Standard	Las Vegas DC	Dell PE R210	
VOIP-01	CentOS	Call Recording	Dell PER210	
ACCOUNTING-PC	Windows XP Pro	Dell Dimensions	Dell Dimensions	Office 2010 Standard
OMA-BACKUP02	Freenas 8	Backup Server - Replication	Dell PE 2950	
F-ESSEX	Windows XP	Field Tech	HP NC5220	
F-LOWE	Windows XP	Field Tech	HP 6735S	
F-ENSOR	Windows XP	Field Tech	Panasonic CF511	
F-MONTZ	Windows XP	Field Tech	Dell Latitude D620	
F-GARRETT	Windows XP	Field Tech	Panasonic CF29	
F-HILGENFELD2	Windows 7 Pro	Field Tech	Dell Latitude	
F-SANCHEZ	Windows XP	Field Tech	Inspiron Mini10	
F-KLEINSASSER	Windows Vista Business	Field Tech	Dell Latitude E5400	
F-BRINKERHOFF	Windows 7	Field Tech	Dell Vostro PP38L	
F-KRAUSE	Windows 7	Field Tech	Dell Latitude E5400	
F-LONG	Windows XP	Field Tech	Panasonic CF29	
F-SLAGER	Windows 7	Field Tech	Dell Inspiron 1440	
F-KRUMNOW	Windows 7	Field Tech	HP	
F-HILGENFELD1	Windows XP	Field Tech	Dell Latitude	
F-PHILIPS	Windows XP	Field Tech	HP Pavillion DV5000	
F-LOCKWOOD	Windows XP	Field Tech	Dell Latitude D620	
F-LORENZ	Windows 7	Field Tech	Dell Inspiron 1440	
F-RASCO	Windows XP	Field Tech	HP 6280S	

TX-MARBLEFALLS	Ubuntu 10.04	Zenoss Node	Dell PE R210
TX-WOLFFORTH	Ubuntu 10.04	Zenoss Node	Dell PE R210
IL-ATLANTA	Ubuntu 10.04	Zenoss Node	Dell PE R210
IL-CHAMPAIGN	Ubuntu 10.04	Zenoss Node	Dell PE R210
TX-SANANTONIO	Ubuntu 10.04	Zenoss Node	Supermicro
IA-SIOUXCITY	Ubuntu 10.04	Zenoss Node	Supermicro
MN-ROCHESTER	Ubuntu 10.04	Zenoss Node	Supermicro
IA-WATERLOO	Ubuntu 10.04	Zenoss Node	Supermicro
IA-MARSHALLTOWN	Ubuntu 10.04	Zenoss Node	Supermicro
IA-CEDARRAPIDS	Ubuntu 10.04	Zenoss Node	Supermicro
TX-AZLE	Ubuntu 10.04	Zenoss Node	Dell PE R210
NV-WENDOVER	Ubuntu 10.04	Zenoss Node	Dell PE R210
IL-TREMONT	Ubuntu 10.04	Zenoss Node	Dell PE R210
ID-IDAHOFALLS	Ubuntu 10.04	Zenoss Node	Dell PE R210
TX-IOWAPARK	Ubuntu 10.04	Zenoss Node	Supermicro
IL-WAVERLY3	Ubuntu 10.04	Zenoss Node	Dell PE R210
KS-BUHLER	Ubuntu 10.04	Zenoss Node	Dell PE R210
IA-LIVERMORE	Ubuntu 10.04	Zenoss Node	Supermicro
SD-SIOUXFALLS	Ubuntu 10.04	Zenoss Node	Supermicro
TX-GRANBURY	Ubuntu 10.04	Zenoss Node	Dell PE R210
MN-WINDOM	Ubuntu 10.04	Zenoss Node	Supermicro
IL-MTCARME	Ubuntu 10.04	Zenoss Node	Supermicro
IA-CARROLL	Ubuntu 10.04	Zenoss Node	Supermicro
NV-LASVEGAS	Ubuntu 10.04	Zenoss Node	Supermicro
IA-OTTUMWA	Ubuntu 10.04	Zenoss Node	Supermicro
NE-BELLEVUE-VMWARE1	VMWARE ESXI 4.0	VMWARE Server	Dell PE R210
NE-BELLEVUE-VMWARE2	VMWARE ESXI 4.0	VMWARE Server	Dell PE 1950
OMA-SAN01	Equallogics OS	iSCSI SAN	Dell Equalogics PS4000
BARRACUDA1	Barracuda 5.x	SPAM Filter - Internal	Barracuda 310
BARRACUDA2	Barracuda 5.x	SPAM Filter - Customer	Barracuda 310
OMA-SAN02	DAS	EngageIP Backup	Dell MD3000
RADIUS	Ubuntu 8.04	WIMAX RADIUS	VM
RADIUS2	Ubuntu 10.04	Router RADIUS AUTH	VM
SYSLOG	Ubuntu 10.04	SYSLOG Server	VM

TSBILLMAX	Rechat 7	Billmax Server	VM	Billmax
OMADNS01	Ubuntu 10.04	Forward Lookup Server	VM	
OMADNS02	Ubuntu 10.04	Forward Lookup Server	VM	
NS1	Ubuntu 10.04	Authoritative DNS	VM	
NS2	Ubuntu 10.04	Authoritative DNS	VM	
WEB01	Ubuntu 10.04	Web Hosting - Apache2	VM	
WEB02	Windows Server 2003 R2	Web Hosting - IIS	VM	
CLOTHO	Linux	Authoritative DNS	VM	
LACHESTIS	Linux	Authoritative DNS	VM	
ATROPOS	Linux	Authoritative DNS	VM	
CERBERUS	VMWARE Server	VMWARE Server	Supermicro	
DNS1	Linux	Forward Lookup Server	VM	
DNS2	Linux	Forward Lookup Server	VM	
RADIUS1	Linux	Dialup RADIUS	Supermicro	
RADIUS2	Linux	Dialup RADIUS	Supermicro	
FTP1	Windows 2000 Server	Customer FTP Server	Compaq 3000	
SQL1	Linux	MySQL server	Compaq 3000	
WWW	Linux	Web Server	Compaq 3000	
NSA	Linux	Authoritative DNS	Supermicro	
NSB	Linux	Authoritative DNS	Supermicro	
NSC	Linux	Authoritative DNS	Supermicro	
CRDNS01	Ubuntu 10.04	Authoritative DNS	VM	
CRVMWARE	VMWare ESX	VMWARE Server	Dell 2950	
AFFINIWEB2	Server 2003 Standard	Web/DNS/Mail Enable Server	Dell 1750	Mail Enable Standard Edition
AFFINIWEB3	Server 2003 Standard	Web/DNS Server	Dell 1750	Mail Enable Standard Edition
SARDP	Windows XP Pro	Remote Desktop Host	Whitebox	

Domain	Alias Domains
speednet.com	dtnspeed.net, microlnk.com, pfire.net, wispair.net
sirisonline.com	
swwnet.com	
onawave.net	
skywi.com	
moment.net	
tswireless.net	
tstar.net	
keenebroadband.com	
hoodcounty.com	
lakegranbury.com	
itexas.net	
frontierbroadband.com	frontierwireless.com
awsllc.net	
keyoncorp.net	
keyon.com	
airolink.com	
dybb.com	
dybb.net	
rapidweblp.com	
xwires.net	