

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900386905		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
My Goodness! Games, Inc.	FORMERLY Games2U Inc and Games2U Franchising LLC	06/14/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	My Goodness! Games, Inc		
Street Address:	2219 Westlake Dr, Ste 150		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78749		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3673784	GAMES2U	
Registration Number:	3673783	GAMES2U	
CORRESPONDENCE DATA			
Fax Number:	5122665907		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5124026863		
Email:	kimagee@g2u.com		
Correspondent Name:	Kimber Magee		
Address Line 1:	2219 Westlake Dr, Ste 150		
Address Line 4:	Austin, TEXAS 78746		
NAME OF SUBMITTER:	Kimber Magee		
SIGNATURE:	/kimber magee/		
DATE SIGNED:	12/09/2016		
Total Attachments: 15			
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into this 11th day of June, 2014, by and between My Goodness! Games, Inc., a Delaware corporation (the "Purchaser"), and Games2U, Inc., a Delaware corporation (the "Seller").

WHEREAS, the Seller owns and operates Games2U, Inc. a provider of fully mobile on-site entertainment, whose headquarters is located at 2219 Westlake Dr., Suite 150, Austin, TX, 78746; and

WHEREAS, the Seller owns personality, goodwill, and other assets more fully described below; and

WHEREAS, Purchaser desires to purchase the assets hereinafter described from the Seller; and

WHEREAS, the Seller desires to sell, transfer and convey all of the assets described herein, on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements and the respective representations and warranties herein contained, and on the terms and subject to the conditions herein set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF THE ASSETS

Section 1.1 Assets of the Seller to be Transferred to Purchaser. It is the intent of the parties hereto that Seller sell and convey to Purchaser each and every asset, tangible and intangible, owned by Seller, without exception. On the Closing Date (as defined in Section 4.1 hereof), and subject to the terms and conditions set forth in this Agreement, the Seller shall sell, convey, transfer and assign, or cause to be sold, conveyed, transferred and assigned to Purchaser free and clear of all liens and encumbrances, and Purchaser shall acquire all of the tangible and intangible assets and personal property wherever situated of the Seller as described herein, including but not limited to:

- (a) all of the tangible personal property of Seller wherever situated of the business of the Seller, including, without limitation, inventories, furniture, fixtures, equipment, computers and software, appliances, vehicles, sound and lighting and telephone systems not incorporated into the building, telephone numbers, and other personal property of whatever kind and nature owned or leased by the Seller, installed, located, situated or used in, on, or about the Premises, and more fully described in Schedule "A" attached hereto and made a part hereof;
- (b) all of the intangible property of Seller including but not limited to intellectual property of any kind (such as trademarks, trade dress, patents, copyrights,

inventions, designs, trade secrets, proprietary information, domain names, and license rights), promissory notes, accounts receivable and other accounts, judgments, awards, any and all claims or causes of action, including but not limited to claims or causes of action against David Pikoff, Stuart Pikoff, and Steve Turnquist, refunds, proceeds, credits, settlements, offsets, benefits or any other present or future right to payment, all of Seller's rights and privileges in any contract, license, or other instrument or agreement, including but not limited to contracts with any of its customers, clients or franchisees, whether such agreement states the same is transferable or not, all records, files, documentation and other papers, including but not limited to corporate records, minutes, resolutions and similar documentation. The parties understand and agree that all of Seller's intangible property is conveyed to Purchaser hereunder and that Schedule "C" attached hereto and made a part hereof, which more particularly describes a portion of said intangible property, is not intended by the parties to be all inclusive.

- (c) all right, title, and interest of the Seller to the use of the telephone numbers presently being used by the Seller.

All of the items set forth in this Section 1.1, as well as any other assets of Seller not specifically identified therein, are collectively referred to as the "Purchased Assets".

Section 1.2 Intent of the Parties. The description of the Purchased Assets in Section 1.1 is intended to aid in the identification of the property purchased hereunder but is not inclusive of all property sold hereunder, it being the intent of the parties to ensure that all of Seller's assets, whether specifically identified or not, are sold and conveyed to Purchaser hereunder.

ARTICLE II NO ASSUMPTION OF LIABILITIES

Section 2.1 Liabilities Excluded. Save and except only for the liabilities expressly set forth in Schedule B hereto ("Assumed Liabilities"), and notwithstanding anything contained in this Agreement to the contrary, Purchaser shall have no obligation and is not assuming, and the Seller shall retain, pay, perform, defend and discharge, all of the liabilities and obligations of every kind whatsoever related or connected to the Purchased Assets or the business of the Seller arising or accruing prior to the Closing Date, whether disclosed or undisclosed, known or unknown on the Closing Date, direct or indirect, absolute or contingent, secured or unsecured, liquidated or unliquidated, accrued or otherwise, whether liabilities for taxes, liabilities of creditors, liabilities arising under any profit sharing, pension or other benefit under any plan of the Seller, liabilities to any Governmental Agency (as hereinafter defined) or third parties, liabilities assumed or incurred by the Seller by operation of law or otherwise (collectively, the "Excluded Liabilities"), including, but not limited to, (i) contractual liabilities arising from the Seller's business or ownership of the Purchased Assets prior to the Closing Date, and (ii) any taxes owing by the Seller, including but not limited to amounts assessed by the federal government or the State of Texas for any income, franchise, sales, use or margin taxes,

occurring before Closing, or whether related to the business of the Seller, the Purchased Assets or otherwise and any liens on the Purchased Assets relating to any such taxes.

Section 2.2 Taxes. The Seller shall pay when due any sales, transfer, franchise, margin, income, excise, or other taxes which may be imposed in any jurisdiction in connection with or arising from the sale and transfer of any of the Purchased Assets to Purchaser.

Section 2.3 Bulk Sales Laws. The Seller acknowledges that any applicable provisions of any tax clearance or bulk sales laws pertaining to the transactions contemplated by this Agreement are being complied with and that the Seller agrees to indemnify and hold harmless Purchaser from and against any and all liabilities arising out of or relating to any such tax clearance or bulk sales law. Any such liability shall be an Excluded Liability.

ARTICLE III PURCHASE PRICE FOR THE PURCHASED ASSETS

Section 3.1 Purchase Price. As consideration for the purchase of the Purchased Assets, Purchaser shall pay to the Seller the amount of \$650,000 ("Purchase Price") at the time of Closing ("Closing Payment"). Seller represents and warrants that it will apply the entire Purchase Price to the payment of its debts outstanding and shall make reasonable efforts to disburse all of the Purchase Price in satisfaction of the Debts of Seller within thirty (30) days of Closing.

ARTICLE IV CLOSING

Section 4.1 The Closing. The closing of the transactions contemplated by this Agreement shall take place on or before June 11, 2014 (the "Closing Date"), at the address of Seller first above written, or at such other time and place as agreed upon among the parties hereto (the "Closing").

Section 4.2 Delivery of Documents at Closing. At the Closing: (a) the Seller shall deliver to Purchaser all instruments of assignment and bills of sale necessary to transfer to Purchaser good and marketable title to the Purchased Assets free and clear of all liens, charges or encumbrances against delivery by Purchaser to the Seller of payment in an amount equal to the Purchase Price of the Purchased Assets being purchased by Purchaser in the manner set forth herein; (b) the Seller and Purchaser shall deliver the various certificates, instruments and documents (and shall take the required actions) referred to in Articles VIII and IX below; and (c) the Related Transactions (as defined below) shall be consummated concurrently with the Closing.

Section 4.3 Related Transactions. In addition to the purchase and sale of the Purchased Assets, the following actions shall take place contemporaneously at the Closing (collectively, the "Related Transactions"):

- (a) *Contract Assignments.* The Seller shall prepare, execute, and deliver at Closing, assignments sufficient to cause all of the contracts identified in Schedule C to fully transfer without reservation, to Purchaser. The Seller shall secure the approval, when required, of any party to any contract required to give its approval for any assignment required or contemplated hereunder.

ARTICLE V
REPRESENTATIONS AND WARRANTIES
OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

Section 5.1. Organization, Good Standing and Qualification of the Seller.

The Seller:

- (i) has all requisite power and authority to carry on its business, and

Section 5.2 Subsidiaries. The Seller does not have any subsidiaries.

Section 5.3 Ownership of the Purchased Assets. The Seller owns all of the Purchased Assets free and clear of any liens, claims, equities, charges, options, rights of first refusal, or encumbrances. The Seller has the unrestricted right and power to transfer, convey and deliver full ownership of the Purchased Assets without the consent or agreement of any other person and without any designation, declaration or filing with any governmental authority. Upon the transfer of the Purchased Assets to Purchaser as contemplated herein, Purchaser will receive good and valid title thereto, free and clear of any liens, claims, equities, charges, options, rights of first refusal, encumbrances or other restrictions.

Section 5.4 Authorization. All action on the part of the Seller necessary for the authorization, execution, delivery and performance of this Agreement and all documents related to consummate the transactions contemplated herein have been taken by the Seller. The Seller has the requisite power and authority to execute and deliver this Agreement and to perform their obligations hereunder and to consummate the transactions contemplated hereby. This Agreement, when duly executed and delivered in accordance with its terms, will constitute a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, and other similar laws of general application relating to or affecting creditors' rights and to general equitable principles.

Section 5.5 No Breaches or Defaults. The execution, delivery, and performance of this Agreement by Seller does not: (i) conflict with, violate, or constitute a breach of or a default under any other outstanding agreements or the charter or bylaws of the Seller, (ii)

result in the creation or imposition of any lien, claim, or encumbrance of any kind upon the Purchased Assets or (iii) require any authorization, consent, approval, exemption, or other action by or filing with any third party or Governmental Authority (as defined below) under any provision of: (a) any applicable Legal Requirement (as defined below), or (b) any credit or loan agreement, promissory note, or any other agreement or instrument to which Seller is a party or by which the Purchased Assets may be bound or affected. For purposes of this Agreement, "Governmental Authority" means any foreign governmental authority, the United States of America, any state of the United States, and any political subdivision of any of the foregoing, and any agency, department, commission, board, bureau, court, or similar entity, having jurisdiction over the parties hereto or their respective assets or properties. For purposes of this Agreement, "Legal Requirement" means any law, statute, injunction, decree, order or judgment (or interpretation of any of the foregoing) of, and the terms of any license or permit issued by, any Governmental Authority.

Section 5.6 Consents. No permit, consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or any other person or entity is required on the part of Seller in connection with the execution and delivery by Seller of this Agreement or the consummation and performance of the transactions contemplated hereby.

Section 5.7 Taxes. Seller, to the best of Seller's knowledge and belief, has timely and accurately prepared and filed all federal, state, foreign and local tax returns and reports required to be filed prior to such dates and has timely paid all taxes shown on such returns as owed for the period of such returns, including all sales taxes and withholding or other payroll related taxes shown on such returns, save and except only for the tax liabilities set forth in Schedule D, Tax Liability, hereto.

Section 5.8 Financial Statements. Seller has delivered to Purchaser financial information which it requested (hereinafter referred to as the "Financial Statements"). Such Financial Statements are in accordance with the books and records of the Seller and fairly represent the financial position of the Seller and the results of operations and changes in financial position of the Seller as of the dates and for the periods indicated, in each case in conformity with generally accepted accounting principles applied on a consistent basis. Except as, and to the extent reflected or reserved against in the Financial Statements, the Seller, as of the date of the Financial Statements, has no material liability or obligation of any nature, whether absolute, accrued, continued or otherwise, not fully reflected or reserved against in the Financial Statements.

Section 5.9 No Material Adverse Change. Since the date of the Financial Statements, the Seller has conducted its business in the ordinary course, consistent with past practice, and there has been no (i) change that has had or would reasonably be expected to have a material adverse effect upon the assets or business or the financial condition or other operations of the Seller; (ii) acquisition or disposition of any material asset by the Seller or any contract or arrangement therefore, otherwise than for fair value in the ordinary course of business; (iii) material change in the Seller's accounting principles, practices or methods; (iv) incurrence of any material indebtedness or lending of money to any person or entity; (v) acceleration, termination, modification or cancellation of

any agreement, contract, lease or license (or series of related agreements, contracts, leases or licenses) involving more than \$1,000 to which the Seller is a party; or (vi) delay or postponement in the payment of any accounts payable or other liabilities.

Section 5.10 Labor Matters. The Seller is not a party or otherwise subject to any collective bargaining agreement with any labor union or association. There are no discussions, negotiations, demands or proposals that are pending or have been conducted or made with or by any labor union or association, and there are not pending or threatened against the Seller any labor disputes, strikes or work stoppages. The Seller warrants and represents that the Seller is in compliance with all federal and state laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and that the Seller is not engaged in any unfair labor practices. The Seller is not a party to any written or oral contract, agreement or understanding for the employment of any officer, director or employee of the Seller.

Section 5.11 No Conflicts. The execution and delivery of this Agreement by the Seller does not, and the performance and consummation of the transactions contemplated hereby by the Seller, will not (i) conflict with the articles of organization or regulations of the Seller; (ii) conflict with or result in a breach or violation of, or default under, or give rise to any right of acceleration or termination of, any of the terms, conditions or provisions of any note, bond, lease, license, agreement or other instrument or obligation to which the Seller is a party or by which the Seller's assets or properties are bound; or (iii) result in the creation of any encumbrance on any of the assets or properties of the Seller, including the business of the Seller.

Section 5.12 Title to Properties; Encumbrances. The Seller has good and marketable title to all of the Purchased Assets, free and clear of all mortgages, claims, liens, security interests, charges, leases, encumbrances and other restrictions of any kind and nature.

Section 5.13 Contracts and Leases. The Seller does not (i) have any leases of personal property relating to the Purchased Assets, whether as lessor or lessee; (ii) have any contractual or other obligations relating to the Purchased Assets, whether written or oral; and (iii) have given any power of attorney to any person or organization for any purpose relating to the Purchased Assets or business of the Seller. The Seller shall provide to Purchaser prior to the Closing Date each and every contract, lease or other document relating to the assets of the Seller to which it is subject or is a party or a beneficiary. The Seller warrants and represents that such contracts, leases or other documents are valid and in full force and effect according to their terms and constitute legal, valid and binding obligations of the Seller and the other respective parties thereto and are enforceable in accordance with their terms. The Seller has no knowledge of any default or breach under such contracts, leases or other documents or of any pending or threatened claims under any such contracts, leases or other documents. Neither the execution of this Agreement, nor the consummation of all or any of the transactions contemplated under this Agreement, will constitute a breach or default under any such contracts, leases or other documents which would have a material adverse effect on the financial condition of the Seller or its business after the Closing.

Section 5.14 No Pending Transactions. Except for the transactions contemplated by this Agreement and the Related Transactions contemplated in Section 4.3 herein, the Seller is not a party to or bound by or the subject of any agreement, undertaking, commitment or discussions or negotiations with any person that could result in: (i) the sale, merger, consolidation or recapitalization of the Seller; (ii) the sale of any of the Purchased Assets of the Seller; (iii) the sale of any outstanding capital stock of the Seller; (iv) the acquisition by the Seller of any operating business or the capital stock of any other person or entity; (v) the borrowing of money; (vi) any agreement with any of the respective officers, managers or affiliates of the Seller; or (vii) the expenditure of more than \$1,000 or the performance by the Seller extending for a period more than one year from the date hereof.

Section 5.15 Material Agreements; Action. Except for the transactions contemplated by this Agreement and the Related Transaction contemplated in Section 4.3 herein, there are no contracts, agreements, commitments, understandings or proposed transactions, whether written or oral, to which Seller is a party or by which they are bound that involve or relate to (i) any of the respective officers, directors, stockholder or partners of the Seller or (ii) covenants of Seller not to compete in any line of business or with any person in any geographical area or covenants of any other person not to compete with the Seller in any line of business or in any geographical area.

Section 5.16 Insurance Policies. Copies of all insurance policies maintained by the Seller have been or will be delivered or made available to Purchaser. The policies of insurance held by the Seller are in such amounts, and insure against such losses and risks, as the Seller reasonably deems appropriate for their property and business operations. All such insurance policies are in full force and effect, and all premiums due thereon have been paid. Valid policies for such insurance will be outstanding and duly in force at all times prior to the Closing.

Section 5.18 Books and Records. The books of account, minute books, stock record books and other records of the Seller, all of which have been made available to Purchaser, are accurate and complete and have been maintained in accordance with sound business practices.

Section 5.19 Notices. Neither the Seller, nor or any representative of the Seller have received any written notice (i) from any insurance companies, governmental agencies or from any other parties of any condition, defects or inadequacies with respect to the Premises which, if not corrected, would result in termination of insurance coverage or increase its cost, (ii) from any governmental agencies or any other third parties with respect to any violations of any building codes and/or zoning ordinances or any other governmental laws, regulations or orders affecting the Premises, including, without limitation, the Americans With Disabilities Act, (iii) of any pending or threatened condemnation proceedings with respect to the Premises, or (iv) of any proceedings which could or would cause the change, redefinition or other modification of the zoning classification of the Premises.

Section 5.20 Disclosure. No representation or warranty of Seller contained in this Agreement (including the exhibits hereto) contains any untrue statement or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

Section 5.21 Employee Benefit Plans. The Seller is not a party to any employee-benefit plan.

Section 5.22 Brokerage Commission. No broker or finder has acted on behalf of Seller or Purchaser in connection with this Agreement or the transactions contemplated hereby and no person is entitled to any brokerage or finder's fee or compensation in respect thereto based in any way on agreements, arrangements or understandings made by or on behalf of Seller or Purchaser.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser hereby represents and warrants to the Seller as follows:

Section 6.1 Organization, Good Standing and Qualification of the Purchaser. The Purchaser:

- (i) is duly organized, validly existing and in good standing under the laws of the state of Texas, and
- (ii) has all requisite power and authority to carry on its business, and
- (iii) Is duly qualified to transact business and is in good standing in all jurisdictions where its ownership, lease or operation of property or the conduct of its business requires such qualification.

Section 6.2 Authorization. All action on the part of the Purchaser necessary for the authorization, execution, delivery and performance of this Agreement and all documents related to consummate the transactions contemplated herein has been taken by the Purchaser. The Purchaser has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement, when duly executed and delivered in accordance with its terms, will constitute a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, and other similar laws of general application relating to or affecting creditors' rights and to general equitable principles.

Section 6.3 No Breaches or Defaults. The execution, delivery, and performance of this Agreement by Purchaser does not: (i) conflict with, violate, or constitute a breach of or a default under or (ii) require any authorization, consent, approval, exemption, or other

action by or filing with any third party or Governmental Authority under any provision of: (a) any applicable Legal Requirement, or (b) any credit or loan agreement, promissory note, or any other agreement or instrument to which Purchaser is a party.

Section 6.4 Consents. No permit, consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or any other person or entity is required on the part of Purchaser in connection with the execution and delivery by Purchaser of this Agreement or the consummation and performance of the transactions contemplated hereby.

Section 6.5 Disclosure. No representation or warranty of Purchaser contained in this Agreement (including the exhibits hereto) contains any untrue statement or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

Section 6.6 Brokerage Commission. No broker or finder has acted on behalf of the Purchaser in connection with this Agreement or the transactions contemplated hereby and no person is entitled to any brokerage or finder's fee or compensation in respect thereto based in any way on agreements, arrangements or understandings made by or on behalf of the Purchaser.

ARTICLE VII CONDITIONS TO CLOSING OF SELLER

Each obligation of Purchaser to be performed on the Closing Date shall be subject to the satisfaction of each of the conditions stated in this Article VII, except to the extent that such satisfaction is waived by the Seller in writing.

Section 7.1 Payment of Purchase Price. Purchaser shall have tendered the Closing Payment portion of the Purchase Price for the Purchased Assets to the Seller concurrently with the Closing.

Section 7.2 Related Transactions. The Related Transaction set forth in Section 4.3 shall be consummated concurrently with the Closing.

Section 7.3 Absence of Proceedings. No action, suit or proceeding by or before any court or any governmental or regulatory authority shall have been commenced and no investigation by any governmental or regulatory authority shall have been commenced seeking to restrain, prevent or challenge the transactions contemplated hereby or seeking judgments against Purchaser.

ARTICLE VIII
CONDITIONS TO CLOSING OF
PURCHASER

Each obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction of each of the conditions stated in this Article IX, except to the extent that such satisfaction is waived by Purchaser in writing.

Section 8.1 Ownership of Purchased Assets. The Seller shall own not less than 100% of the Purchased Assets.

Section 8.2 Delivery of Purchased Assets. The Seller shall have delivered all instruments of assignment, bills of sale, and documents required to transfer the Purchased Assets necessary to transfer to Purchaser good and marketable title to the Purchased Assets in form and substance satisfactory to the Purchaser.

Section 8.3 Corporate Resolutions. The Seller shall provide a corporate resolution which approves all of the transactions contemplated herein and authorizes the execution, delivery and performance of this Agreement and the documents referred to herein to which it is or is to be a party dated as of the Closing Date.

Section 8.4 Licenses. Purchaser shall possess all necessary, valid licenses required to operate its business through the Closing Date.

Section 8.5 Related Transactions. The Related Transaction set forth in Section 4.3 shall be consummated concurrently with the Closing.

Section 8.6 No Assumption of Liabilities. The Purchaser shall not assume any liabilities of the Seller as of the date of Closing, save and except only those set forth in Schedule B hereto.

Section 8.7 Absence of Proceedings. No action, suit or proceeding by or before any court or any governmental or regulatory authority shall have been commenced and no investigation by any governmental or regulatory authority shall have been commenced seeking to restrain, prevent or challenge the transactions contemplated hereby or seeking judgments against the Seller or any of its assets.

ARTICLE IX
CLOSING ADJUSTMENTS

The Seller and the Purchaser agree that there shall be an adjustment made within sixty (60) days of the Closing Date to adjust for any liabilities that are found to exist of the Seller as of the Closing Date, as such liabilities may relate to the Purchased Assets or the business of the Seller, so that the Seller shall be responsible and liable to the Purchaser for the liabilities of the Seller that exist as of the Closing Date.

ARTICLE X INDEMNIFICATION

Section 10.1 Indemnification from the Seller. The Seller hereby agrees to and shall indemnify, defend (with legal counsel reasonably acceptable to Purchaser), and hold Purchaser, its officers, directors, employees, affiliates, parent, agents, legal counsel, successors and assigns (collectively, the "Purchaser Group") harmless at all times after the date of this Agreement, from and against any and all actions, suits, claims, demands, debts, liabilities, obligations, losses, damages, costs, expenses, penalties or injury (including reasonable attorneys' fees and costs of any suit related thereto) suffered or incurred by any of the Purchaser Group arising from: (a) any misrepresentation by, or breach of any covenant or warranty of Seller contained in this Agreement, or any exhibit, certificate, or other instrument furnished or to be furnished by Seller hereunder; (b) any nonfulfillment of any agreement on the part of Seller under this Agreement; (c) any liability or obligation due to any third party by the Seller incurred at or prior to the Closing Date; (d) any suit, action, proceeding, claim or investigation against Purchaser Group which arises from or which is based upon or pertaining to Seller's conduct or the operation or liabilities of the business of the Seller prior to the Closing Date or (e) any suit, action, proceeding, claim or investigation against any of the Purchaser Group arising out of or resulting in any claims by any client or customer of the Seller.

Section 10.2 Defense of Claims. If any lawsuit, enforcement action, or any attempt to collect on an alleged liability is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the Seller as the indemnifying party within ten (10) business days after receipt of notice or other date by which action must be taken; provided that the failure of any indemnified party to give timely notice shall not affect rights to indemnification hereunder except to the extent that the indemnifying party demonstrates damage caused by such failure. After such notice, the indemnifying party shall be entitled, if it so elects, to take control of the defense and investigation of such lawsuit or action and to employ and engage attorneys of its own choice to handle and defend the same, at the indemnifying party's cost, risk and expense; and such indemnified party shall cooperate in all reasonable respects, at its cost, risk and expense, with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost, participate in such investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. Seller shall not, without the prior written consent of the indemnified party, effect any settlement of any proceeding in respect of which any indemnified party is a party and indemnity has been sought hereunder unless such settlement of a claim, investigation, suit, or other proceeding only involves a remedy for the payment of money by the Seller and includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

Section 10.4 Default of Indemnification Obligation. If Seller shall fail to assume such obligation, then the party or entities or both, as the case may be, to whom such indemnification, defense and hold harmless obligation is due shall have the right, but not the obligation, to assume and maintain such defense (including reasonable counsel fees and costs of any suit related thereto) and to make any settlement or pay any judgment or

verdict as the individual or entities deem necessary or appropriate in such individuals or entities absolute sole discretion and to charge the cost of any such settlement, payment, expense and costs, including reasonable attorneys' fees, to the Seller that had the obligation to provide such indemnification, defense and hold harmless obligation and same shall constitute an additional obligation of the Seller.

Section 10.5 Survival of Representations and Warranties. The respective representations, warranties and indemnities given by the parties to each other pursuant to this Agreement shall survive the Closing for a period ending forty-eight (48) months from the Closing Date ("Survival Date"). Notwithstanding anything to the contrary contained herein, no claim for indemnification may be made against the party required to indemnify (the "Indemnitor") under this Agreement unless the party entitled to indemnification (the "Indemnitee") shall have given the Indemnitor written notice of such claim as provided herein on or before the Survival Date. Any claim for which notice has been given prior to the expiration of the Survival Date shall not be barred hereunder.

Section 10.6 Right to Offset. In the event that the Purchaser is entitled to indemnification in accordance with Section 10 hereof, including the payment by the Purchaser of any debts or liabilities resulting from the purchase of the Purchased Assets which were incurred prior to the Closing Date, then Purchaser will have the right to offset any such amount from any obligations that are then due and payable to Seller hereunder.

ARTICLE XI MISCELLANEOUS

Section 11.1 Amendment; Waiver. Neither this Agreement nor any provision hereof may be amended, modified or supplemented unless in writing, executed by all the parties hereto. Except as otherwise expressly provided herein, no waiver with respect to this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party, and no course of dealing between or among any of the parties, shall constitute a waiver of, or shall preclude any other or further exercise of, any right, power or remedy.

Section 11.2 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered in Person or sent by registered or certified mail (return receipt requested) or nationally recognized overnight delivery service, postage pre-paid, addressed as follows, or to such other address as such party may notify to the other parties in writing:

- (a) If to Seller: Games2U, Inc., 2219 Westlake Dr., Suite 150, Austin, Texas 78746; and
- (c) If to the Purchaser: My Goodness! Games, Inc. 2219 Westlake Dr., Suite 100, Austin, TX 78746

A notice or communication will be effective (i) if delivered in Person or by overnight courier, on the business day it is delivered and (ii) if sent by registered or certified mail, three (3) business days after dispatch.

Section 11.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 11.4 Assignment; Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No party hereto may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other parties hereto, which consent will not be unreasonably withheld.

Section 11.5 Public Announcements. The parties hereto agree that prior to making any public announcement or statement with respect to the transactions contemplated by this Agreement, the party desiring to make such public announcement or statement shall consult with the other parties hereto and exercise their best efforts to agree upon the text of a public announcement or statement to be made by the party desiring to make such public announcement; provided, however, that if any party hereto is required by law to make such public announcement or statement, then such announcement or statement may be made without the approval of the other parties.

Section 11.6 Entire Agreement. This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede and cancel all prior representations, alleged warranties, statements, negotiations, undertakings, letters, acceptances, understandings, contracts and communications, whether verbal or written among the parties hereto and thereto or their respective agents with respect to or in connection with the subject matter hereof.

Section 11.7 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to principles of conflict of laws. In any action between or among any of the parties, whether arising out of this Agreement or otherwise, each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in Travis County, Texas.

Section 11.8 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Section 11.9 Costs and Expenses. Each party shall pay their own respective fees, costs and disbursements incurred in connection with this Agreement.

Section 11.10 Section Headings. The section and subsection headings in this Agreement are used solely for convenience of reference, do not constitute a part of this Agreement, and shall not affect its interpretation.

Section 11.11 No Third-Party Beneficiaries. Nothing in this Agreement will confer any third party beneficiary or other rights upon any person (specifically including any employees of The Seller) or any entity that is not a party to this Agreement.

Section 11.12 Further Assurances. Each party covenants that at any time, and from time to time, after the Closing Date, it will execute such additional instruments and take such actions as may be reasonably be requested by the other parties to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

Section 11.13 Exhibits Not Attached. Any exhibits not attached hereto on the date of execution of this Agreement shall be deemed to be and shall become a part of this Agreement as if executed on the date hereof upon each of the parties initialing and dating each such exhibit, upon their respective acceptance of its terms, conditions and/or form.

Section 11.14 Attorney Review - Construction. In connection with the negotiation and drafting of this Agreement, the parties represent and warrant to each other that they have had the opportunity to be advised by attorneys of their own choice and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

Section 11.15 Gender. All personal pronouns used in this Agreement shall include the other genders, whether used in the masculine, feminine or neuter gender and the singular shall include the plural and vice versa, wherever appropriate.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement to become effective as of the date first set forth above.

SELLER

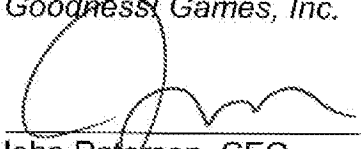
Games2U, Inc.

By: 

Joel Kocher, Director

PURCHASER

My Goodness! Games, Inc.

By: 

John Paterson, CEO