

12-06-2000

Substitute Form PTO-1594  
Attorney Docket No.: 10492/001001

RE



EET

101540754

Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies)

**STORM, LLC**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation—State
- Other Pennsylvania Limited Liability Company

11.17.00

Additional name(s) attached?  Yes  No

2. Name and address of receiving party(ies):

**REDLEAF GROUP, INC.**

Suite 130  
14395 Saratoga Avenue  
Saratoga, California 95070

- Individual(s) Citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation—State Delaware
- Other \_\_\_\_\_

If the assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No

Additional names/addresses attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Asset Purchase Agreement Extract

Execution Date: June 16, 2000

4. Application number(s) or trademark number(s):

A. Trademark Application No(s):

78/007,508 – STATSTORM  
78/007,510 – Miscellaneous Design

B: Trademark No(s):

1,685,145 – STORM TECHNOLOGY  
1,799,134 – STORM  
1,984,650 – STORM SOFTWARE  
2,397,586 - PAGESTORM  
2,397,587 - STORM

Additional numbers attached?  Yes  No

5. Name/address of party to whom correspondence concerning document should be mailed:

TIMOTHY A. FRENCH  
Fish & Richardson P.C  
225 Franklin Street  
Boston, MA 02110-2804

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR §3.41): \$190.00

- Enclosed
- Authorized to charge Deposit Account.

8. Deposit Account No.: 06-1050

Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050 (10492/001001).

DO NOT USE THIS SPACE

9. Statement and Signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document*

CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. E2746487

I hereby certify under 37 CFR §1.10 that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office 1) Addressee with sufficient postage on the date indicated below and is addressed to BOX ASSIGNMENT, Commissioner of Patents, Washington, DC 20231.

Date of Deposit

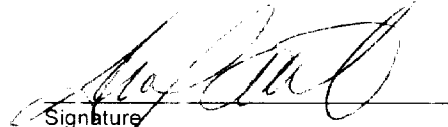
Signature

Typed Name of Person Signing Certificate

*Samantha Bell* Samantha Bell

TRADEMARK  
REEL: 002188 FRAME: 0955

Timothy A. French  
Reg. No.  
Name of Person Signing

  
Signature

November 16, 2000  
Date

Total number of pages including cover sheet, attachments, and documents: 8

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of June 16, 2000 (the "Effective Date"), by and among Redleaf Group, Inc., a Delaware corporation ("Redleaf, Inc."), Redleaf Group, LLC, a Delaware limited liability company ("Redleaf, LLC") and together with Redleaf, Inc., "Redleaf"), and Storm, LLC, a Pennsylvania limited liability company ("Storm").

WHEREAS, Redleaf desires to purchase the Purchased Assets (as defined herein), and Storm desires to sell the Purchased Assets, all on the terms and subject to the conditions of this Agreement;

WHEREAS, Redleaf, Inc. and Redleaf, LLC intend to effect the conversion of Redleaf, LLC from a limited liability company to a C corporation (the "Redleaf Reorganization");

WHEREAS, concurrently with the execution hereof, Redleaf and David Walker are entering into a letter agreement in the form attached hereto as Annex A and Redleaf and Sam Leinhardt are entering into a noncompetition agreement in the form attached hereto as Annex B;

NOW, THEREFORE, in consideration of and reliance on the respective representations, warranties and covenants contained herein and intending to be legally bound hereby, Redleaf and Storm hereby agree as follows:

### ARTICLE I - PURCHASE AND SALE OF THE PURCHASED ASSETS

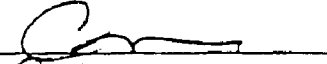
1.1 The Purchased Assets. Storm, subject to the terms and conditions of this Agreement, hereby sells, transfers, conveys and delivers to Redleaf, free and clear of any liens, claims, charges, security interests, mortgages, pledges, easements, conditional sale or other title retention agreements, defects in title, covenants or other restrictions of any kind (collectively, "Encumbrances") other than Permitted Encumbrances (as defined in Section 4.9), all of Storm's right, title and interest in and to the assets, properties and rights of every kind and description, real, personal and mixed, tangible and intangible (including goodwill), wherever situated, constituting, used in or relating to the business of Storm (collectively, the "Assets") other than the Excluded Assets (as defined in Section 1.2) (the "Purchased Assets"). The Purchased Assets include, without limitation, all of the following Assets of Storm:

(e) all patents, patent applications, trade names, trademarks, intellectual property of any nature, computer software, including all versions of source code, including annotations and comments, object code, documentation, specifications, flow charts, logic diagrams, engineering data, and any other information or material owned or licensed by Storm which is used or prepared by programmers or software engineers for internal use in developing, debugging, testing, using or documenting the software, customer lists, supplier lists, customer records, and all other intangible assets, including, without limitation, the items of intellectual property listed on Schedule 1.1(e);


(g) the goodwill incident to the business of Storm; and

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

REDLEAF GROUP, INC.

By:   
Name: *C. Lloyd McKeefry*  
Title: *Co-CEO*

REDLEAF GROUP, LLC.

By:   
Name: *C. Lloyd McKeefry*  
Title: *Co-CEO*

STORM, LLC

By: \_\_\_\_\_  
Name  
Title:

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

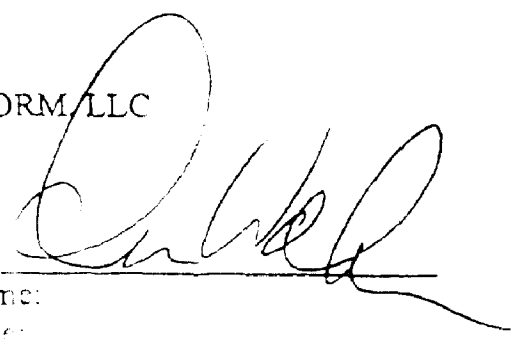
REDLEAF GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

REDLEAF GROUP, LLC.

By: \_\_\_\_\_  
Name:  
Title:

STORM, LLC

By:   
Name:  
Title:

# ASSET PURCHASE AGREEMENT

## Schedule 1.1(e) Intellectual Property

### TRADE NAMES

STORM, LLC  
STORM SYSTEMS, LLC (State of California)  
STORM Software, LLC (State of Texas)

### TRADEMARKS

STORM, PAGESYSTEM, STATSYSTEM, STATSYSTEM Icon Graphic, STORM Software, STORM Technology

### PATENT APPLICATIONS IN PROCESS

File System Performance Enhancement: PCT Application Number: US99/03710

### DOMAIN NAMES

stormllc.com  
i2po.net  
i2po.org  
speedislife.com  
archvestorm.com  
site-storm.com  
archive-storm.com  
cache-storm.com  
cachestorm.com  
mail-storm.com  
traffic-storm.com  
trafficstorm.com  
stat-storm.com  
storm-center.com  
statstorm.com  
clusterstorm.com  
stormcluster.com  
dynastorm.com  
storm-systems.com  
stormsystems.com  
i2po.com

### STORM DEVELOPED SOFTWARE APPLICATIONS

PageSTORM and StatSTORM

**Schedule of Trademarks**

**U.S.**

**Pending U.S. Applications**

<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
STATSTORM	78 007.508	05/10/2000
Miscellaneous Design	78 007.510	05/10/2000

**Issued U.S. Registrations**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Issue Date</u></b>
STORM TECHNOLOGY	1,685,145	05/05/1992
STORM	1,799,134	10/19/1993
STORM SOFTWARE	1,984,650	07/02/1996
PAGESTORM	2,397,586	10/24/2000
STORM	2,397,587	10/24/2000

**FOREIGN**

**Pending Foreign Applications**

<b><u>Country</u></b>	<b><u>Trademark</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>
European Union	PAGESTORM	1,477,835	01/24/2000
European Union	STORM	1,492,529	01/24/2000
Japan	PAGESTORM	2000012659	02/16/2000
Japan	STORM	2000012660	02/16/2000

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