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To the Commissioner of Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): ClickRadio, Inc. and Comdisco, Inc.

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporation-State - DE (both)
- Other: _____

Additional name(s) of conveying parties attached? Yes x No

2. Name and address of receiving party(ies)

Name: CLIX Network, Inc.
 Street Address: 600 Congress Avenue, Suite 1400
 Austin, Texas 78701

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE
- Other: _____

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Asset Purchasing Agreement

Execution date: June 19, 2002

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No(s):

B. Trademark Registration No.(s) 2,544,593

Additional Numbers attached? Yes No

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

Name: Oleg F. Kaplun, Esq.
 Internal Address: Fay Kaplun & Marcin, LLP

Street Address: 150 Broadway, Suite 702
 City: New York State: New York ZIP: 10038

6. Total number of applications and trademarks involved: 1

7. Total fee (37 C.F.R. 3.41) \$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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 any attached copy is a true copy of the original document.

Oleg F. Kaplun, (Reg. No. 45,559)
 Name of Person Signing

11/8/02
 Date

Total Number of pages including cover sheet, attachments, and document: 38

OMB No. 0651-0027 (exp. 5/31/2002)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Trademarks
Box Assignments
P.O. Box 2327
Arlington, VA 22202

11/19/2002 DBYRNE 00000001 2544593

01 FC:8521

40.00 DP

ASSET PURCHASE AGREEMENT

between

CLIX NETWORK, INC.,

a Delaware Corporation

and

COMDISCO, INC.,

a Delaware Corporation
a debtor and debtor-in-possession,

May 15, 2002

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Exhibits:

Exhibit A	Subordinated Secured Promissory Note	
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Schedules:

Schedule 1.1	Assets
Schedule 3.2	Purchase Price Allocation

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of May 15, 2002 between CLIX Network, Inc., a Delaware corporation located at 600 Congress Avenue Suite 1400, Austin, Texas 78701 ("Buyer") and Comdisco, Inc., a debtor-in-possession under In re: Comdisco, Inc. et al., Docket No. 01-24795 (N.D. Ill.), and a Delaware corporation located at 6111 North River Road, Rosemont, Illinois 60018 ("Seller").

RECITALS

WHEREAS, Seller is party to a Subordinated Loan and Security Agreement with ClickRadio, Inc. ("Debtor"), dated as of May 1, 2000, as amended, pursuant to which Seller made certain loans to Debtor secured by a properly perfected, first priority lien and security interest on all of the assets of Debtor;

WHEREAS, Seller has foreclosed on its lien and security interest on such assets and purchased such assets at a public foreclosure auction conducted in accordance with the provisions of the New York Uniform Commercial Code and has agreed to sell certain of such assets as listed on Schedule 1.1 to this Agreement (the "Assets") to Buyer, upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. SALE AND TRANSFER OF ASSETS.

1.1. Assets Sold. Subject to the terms and conditions contained herein, at the Closing (as defined in Section 2), Seller shall sell, assign and transfer to Buyer, and Buyer agrees to purchase and acquire from Seller, all of Seller's right and title to and interest and to the Assets, free and clear of all mortgages, liens, security interests, claims, charges, pledges, rights, restrictions and encumbrances of any nature whatsoever ("Liens") (other than Liens created by Buyer in favor of the Seller pursuant to the Note (as defined in Section 3.1(b))).

1.2. Liabilities Assumed. Buyer shall not assume any of Seller's or Debtor's liabilities with respect to the Assets.

1.3. Retained Liabilities. Buyer is not assuming and shall have no obligation to pay, perform or discharge any obligations or liabilities of Seller or Debtor of any kind or nature, whether absolute, accrued, contingent or otherwise, or whether due or to become due, relating to the Assets prior to the Closing Date (collectively, the "Retained Liabilities").

2. THE CLOSING

The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom, LLP, One Rodney Square,

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Wilmington, Delaware 19899 concurrently with the execution hereof or on such date, time and place as the parties hereto may agree in writing immediately following the date on which all conditions to Closing set forth in Section 8 have been satisfied or waived (the "Closing Date"). If the Closing Date shall not have occurred on or before August 15, 2002, this Agreement and all rights and obligations of the parties hereunder shall terminate and be of no further force or effect, except to the extent that the failure to close was due to the breach of this Agreement by either of the parties.

3. CONSIDERATION; ALLOCATION OF PURCHASE PRICE

3.1. Cash Payment

(a) In consideration of the sale, assignment and transfer of the Assets to Buyer, Buyer shall pay to Seller (the "Purchase Price") the amount set forth and payable as described in subsection (b) below.

(b) At the Closing, against delivery of appropriate instruments of sale, transfer, conveyance, and assignment with respect to the Assets, Buyer shall deliver to Seller the Purchase Price as follows:

(i) \$1,980,000 by wire transfer of immediately available United States funds to an account which the Seller shall designate and provide written notice of to the Seller greater than forty-eight (48) hours prior to the Closing;

(ii) \$500,000, in the form of a three year subordinated, secured promissory note ("Note") in the form of Exhibit A attached hereto; and

(iii) Warrants ("Warrants") exercisable for \$500,000 of capital stock of the Buyer (the "Shares") in the form of Exhibit B attached hereto.

3.2. Allocation of Purchase Price. Schedule 3.2 describes the allocation of the Purchase Price among the Assets, which the parties hereto shall use in all tax and governmental filings. To the extent that disclosures of this allocation are required to be made by the parties to the Internal Revenue Service (the "IRS"), Buyer and Seller will disclose such reports to the other prior to filing with the IRS. In addition, neither the Seller nor Buyer will take a position on any income, transfer or gains tax return, before any governmental agency charged with collection of any such tax or in any judicial proceeding that is in any manner inconsistent with such allocation.

4. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

4.1. Seller's Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the full corporate power and authority to enter into and to perform the transactions contemplated by this Agreement, subject to the approval of the bankruptcy court having jurisdiction over In Re: Comdisco, Inc. et. al., Docket No. 01-24795 (N.D. Ill.) (the "Bankruptcy Court"). Seller is duly

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licensed or qualified to do business, and is in good standing, in each jurisdiction where the character of the properties owned or leased by it, or the nature of its business, makes such licensing or qualification necessary, except for jurisdictions where the failure to qualify would not, individually or in the aggregate, have a material adverse effect on the Assets, the business assets or financial condition of Seller or Seller's ability to consummate the transactions contemplated hereby.

4.2. Seller's Authority. Seller has all requisite corporate power and authority to own the Assets, to execute and deliver this Agreement and the Note, Warrants and the documents required pursuant to Section 7.1 below (collectively, the "Ancillary Agreements") as to which the Seller is a party and to perform its obligations hereunder and thereunder. Subject to obtaining the consent of the Bankruptcy Court, the execution, delivery and performance of this Agreement and the Ancillary Agreements to which the Seller is a party and the transactions contemplated hereby and thereby have been duly authorized by all necessary action of Seller, each of this Agreement and the Ancillary Agreements to which the Seller is a party has been duly executed by an authorized officer of Seller, and each of this Agreement and the Ancillary Agreements to which the Seller is a party constitutes the valid and binding obligation of Seller, subject to obtaining the approval of the Bankruptcy Court enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3. No Conflicts.

(a) Neither the execution, delivery and performance of this Agreement nor any of the Ancillary Agreements to which the Seller is a party by Seller will:

(i) conflict with any of the provisions of its certificate of incorporation or bylaws;

(ii) conflict with, or result in the breach or termination of, or constitute a default (or any event which, with notice or lapse of time, or both, would constitute a default) under, or accelerate the performance required by, any contract, lease, agreement, commitment or other instrument or restriction of any kind to which Seller is a party or, by which it or, to Seller's knowledge, any Asset is bound or affected, except as would not have a material adverse effect on the Assets or on Seller's ability to consummate the transactions contemplated hereby;

(iii) constitute a violation by Seller of any statute, law, rule, regulation, order, writ, injunction or decree of any court or governmental authority applicable to Seller; or

(iv) result in the creation or imposition of any Lien upon any of the Assets (other than Liens created by the Buyer in favor of the Seller pursuant to the Note).

(b) Except for the consent of the Bankruptcy Court, no consent, approval or authorization of, or designation, declaration or filing with, any third party, court, administrative agency or other governmental authority is required on the part of Seller in connection with the execution, delivery and performance of this Agreement or any Ancillary Agreement to which the Seller is a party.

4.4. Assets. Seller possesses good and valid title to each of the Assets free and clear of any Liens, and upon transfer of the Assets to Buyer at Closing, Buyer will have acquired good, valid, and marketable title in and to the Assets, free and clear of all Liens (other than liens created in favor of the Seller pursuant to the Note) and will have acquired all of the Seller's right, title and interest to the Supplemental Assets; provided, however, that nothing in this Section shall be construed as any representation or warranty of the Seller concerning the Supplemental Assets (as defined on Schedule 1.1(g) hereto).

4.5. AS IS, WHERE IS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE 4 OR IN ANY ANCILLARY AGREEMENT TO WHICH THE SELLER IS A PARTY, SELLER IS MAKING NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ASSETS AND BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN ANY ANCILLARY AGREEMENT TO WHICH SELLER IS A PARTY, SELLER IS SELLING AND CONVEYING THE ASSETS ON AN "AS IS, WHERE IS" BASIS. THE BUYER UNDERSTANDS THAT THE SELLER IS MAKING NO REPRESENTATIONS WHATSOEVER EITHER HEREIN OR IN THE ANCILLARY AGREEMENTS AS TO THE SUPPLEMENTAL ASSETS, AND BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND CONVEYING THE SUPPLEMENTAL ASSETS ON AN "AS IS, WHERE IS" BASIS.

5. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

5.1. Buyer's Organization. Buyer is duly organized, validly existing and in good standing under the laws of the State of Delaware and has the full power and authority to enter into and to perform the transactions contemplated by this Agreement. Buyer is duly licensed or qualified to do business, and is in good standing, in each jurisdiction where the character of the properties owned or leased by it, or the nature of its business (prior to Closing), makes such licensing or qualification necessary, except for jurisdictions where the failure to qualify would not, individually or in the aggregate, have a material adverse effect on the business or financial condition of Buyer.

5.2. Authorization of Agreement. The Buyer has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements as to which Buyer is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party and the transactions contemplated hereby and thereby have been duly authorized by all necessary action of Buyer, each of this Agreement and Ancillary Agreements to which Buyer is a party has been duly executed by an authorized officer of Buyer, and each of this Agreement and the Ancillary Agreements to which Buyer is a party constitutes the valid and binding obligation

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of Buyer enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.3. No Violation; Consents of Third Parties.

(a) The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party by Buyer will not:

- (i) conflict with any of the provisions of its certificate of incorporation or bylaws;
- (ii) conflict with, or result in the breach or termination of, or constitute a default (or any event which, with notice or lapse of time, or both, would constitute a default) under, or accelerate the performance required by, any contract, lease, agreement, commitment or other instrument or restriction of any kind to which Buyer is a party or by which it is bound or affected, except as would not have a material adverse effect on the Assets, on the business or financial condition of Buyer or on Buyer's ability to consummate the transactions contemplated hereby; and
- (iii) constitute a violation by Buyer of any statute, law, rule, regulation, order, writ, injunction or decree of any court or governmental authority applicable to Buyer.

(b) No consent, approval or authorization of, or designation, declaration or filing with, any governmental authority is required on the part of Buyer in connection with the execution delivery and performance of this Agreement other than the filing of any UCC financing statements or such other actions as may be necessary to perfect the Lien of the Seller in the assets of the Buyer granted pursuant to the Note.

5.4. Assets. (a) Buyer expressly understands that Seller is only transferring the Assets and may not be able to transfer certain software or music licenses that are not included in the Assets which may be useful or necessary to use the Assets; (b) Buyer represents and warrants that it has not committed any act or omission which it knew or intended to aid or assist any claim or challenge brought by any creditor and/or investor in Debtor to the validity or priority of Seller's Lien on the Assets, Seller's foreclosure of the Assets, Seller's conveyance of its right, title and interest in the Assets to the Buyer or to the state of Buyer's title to or interest in the Assets.

5.5 Claims. The Buyer has been informed by Seller that Seller received an objection from NorthBay Opportunities, L.P. to the Seller's Notification of Proposal to Accept Collateral in Partial Strict Foreclosure, which proposal was not pursued by the Seller. Such information shall not affect any of the rights of the Buyer pursuant to this Agreement or any of the Ancillary Agreements or otherwise, whether for breach or indemnification or otherwise.

5.6 Business Plan. The Buyer has delivered its business plan to the Seller a copy of which is attached hereto as Exhibit G (the "Business Plan"). The Seller acknowledges that neither the Buyer nor its officers, directors, employees, agents or controlling persons of the Buyer makes any express or implied representation or warranty as to the completeness of the Business Plan. However, the Buyer warrants that the Business Plan does not contain any statements or information which the Buyer has actual (as opposed to constructive) knowledge is false or is intended to be misleading in any material respect or was inserted in the Business Plan in order to mislead the Seller in any material respect. Notwithstanding the foregoing, the Seller understands that the Buyer makes no warranties as to the accuracy of any financial estimates or projections contained in the Business Plan or the section titled Acquisition Summary, which the Buyer believed to be reasonable when made.

6. COVENANTS.

6.1. Access to Records, Etc. From and after the date hereof and until the Closing and upon Buyer's reasonable written request, Seller shall give, or cause to be given, to Buyer and its representatives, during normal business hours, such reasonable and timely access to the properties, titles, contracts, books, records, files and documents of Seller relating exclusively to the Assets as is reasonably necessary. Until the Closing, Buyer shall and will cause all of its representatives to keep all such information confidential and to use such information only for purposes of evaluating the transaction contemplated hereby.

6.2. Consent; Non-Assignable Agreements/Assets. Seller shall use its best efforts to obtain the consent of the Bankruptcy Court on or prior to the Closing Date.

6.3. Confidentiality. After the Closing Date, Seller agrees to (and shall cause its affiliates and representatives to) maintain the confidentiality of all confidential or proprietary information in respect of the Assets, and agrees not to, directly or indirectly, disclose any such confidential or proprietary information except to the extent that disclosure of any portion thereof is required by law or determined to be necessary to comply with any subpoena, court order (whether by the Bankruptcy Court or otherwise), legal or regulatory order, regulation or requirement or to the extent the information becomes generally available to the public other than as a result of a disclosure by Seller, provided, however, the Seller shall first notify the Buyer of any such disclosure and, if the Buyer desires, shall cooperate with Buyer (at the Buyer's expense) to seek approval to prevent or limit such disclosure.

6.4 Source Code. Buyer agrees that unless and until the Closing occurs (i) it will not use or disclose, in any manner, any proprietary ClickRadio source code (including (a) any copy, derivative, enhancement, adaptation or modification thereof, or (b) any notes, summaries or analyses thereof) (collectively, the "Source Code"), to anyone, except such directors, officers, employers and advisors of the Buyer on a need-to-know basis, (ii) it will treat all Source Code with the same degree of care as Buyer accords Buyer's own confidential information, but in no event will use less than reasonable care to protect the Source Code, (iii) it will not use such Source Code other than in connection with consummating the transactions contemplated hereby and (iv) it will immediately cease any and all use of such Source Code and return any Source Code in its possession to the party entitled to such Source Code within seven days if (I) the Transaction is not consummated, on or before August 15, 2002 if the Closing Date

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...ed on or before such date or (II) either party provides notice to the other that it
...nd to complete the transactions contemplated hereby. Buyer agrees unless and until
... occurs (i) to accept the Source Code for the sole purpose of evaluating a possible
... between the parties, and (ii) not to use or disclose, in any manner, the Source Code
... for any third party's benefit without prior written approval of an authorized
... of Seller. Buyer acknowledges that prior to the Closing it possesses no right, title
... in the Source Code as of the date hereof (other than pursuant to the letter agreement
... dated as of March 14, 2002), and Buyer acknowledges that no license or other rights
... Source Code is granted or implied hereby and that no representations or warranties are
... provided as to the accuracy or completeness of the Source Code. Notwithstanding the
... Seller hereby specifically permits the Buyer to make use of the Source Code prior to
... Closing in order to begin preparation of the development of such Source Code; provided that
... acknowledges and agrees that such use is subject to the terms of this Section 6.4 and shall
... using such Source Code and return the Source Code to the party entitled to the Source
... if the Closing does not occur before August 15, 2002.

Prior to the Closing, and within ten business days of receipt of Seller's
request (in writing or otherwise), Buyer will return all documents, records and copies thereof
containing Source Code. For purposes of this section, the term "documents" includes all
information fixed in any tangible medium of expression, in whatever form or format.

Buyer hereby acknowledges that unauthorized disclosure or use of the
Source Code will cause irreparable harm and significant injury to Seller that may be difficult to
ascertain. Accordingly, Buyer agrees that prior to the Closing, Seller will have the right to seek
and obtain immediate injunctive relief to enforce obligations under this Section 6.4 in addition to
any other rights and remedies Seller may have.

6.5. Expenses. Notwithstanding any other provision contained herein,
Buyer and Seller shall bear their own respective expenses incurred in connection with the
preparation, execution, delivery and performance of this Agreement and the Ancillary
Agreements and in connection with all obligations required to be performed by each of them
under this Agreement and the Ancillary Agreements.

6.6. Public Announcements. Each of the parties agrees not to publicly
disclose the terms and conditions contained in this Agreement, other than in connection with
obtaining the approval of the Bankruptcy Court in connection with Seller's bankruptcy
proceedings, unless the parties mutually agree upon the language and timing of a public
announcement or unless one party determines, based upon the advice of counsel, that disclosure
is required by law, in which case the parties will in good faith attempt to agree on any disclosure
with respect thereto.

6.7. Sales Tax. Seller and Buyer shall share equally any state or
local sales or transfer tax if any of the foregoing are payable in connection with the sale of the
Assets pursuant to this Agreement. Any such taxes arising post-closing as a result of actions of
Buyer post-closing shall be the responsibility of Buyer.

6.8. Creditors' Claims, etc. Until the Outside Date (as defined in Section 9.1), Buyer agrees not to commit any act or omission which it knows or intends to aid or assist any claim or challenge brought by any creditor and/or investor in Debtor to the validity or priority of Seller's Lien on the Assets, Seller's foreclosure of the Assets, Seller's conveyance of its right, title and interest in the Assets to Buyer or to the state of Buyer's title to or interest in the Assets; provided that the foregoing shall not preclude Buyer from responding as required pursuant to deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or similar process.

6.9. Further Assurances. At any time and from time to time after the Closing Date, each party shall, without further consideration, execute and deliver to the other such other instruments of transfer and assumption and shall take such other action as the other may reasonably request to carry out the transactions contemplated by this Agreement and the Ancillary Agreements. Seller agrees to perform all acts that are reasonably requested by Buyer to perfect and confirm Buyer's rights to the Assets, including the intellectual property, being transferred to Buyer hereunder, including documents for filing with the U.S. Patent and Trademark Office, the U.S. Copyright Office, foreign equivalents to the foregoing, applicable domain name registrars and other administering parties or offices concerning the Assets including the intellectual property embodied therein. Buyer agrees to execute and deliver all documents reasonably requested by Seller (at no expense to Buyer, or at Seller's expense, should the Seller so elect) which are reasonably necessary for Seller to perfect Seller's security interest in the Assets created pursuant to the Note, including documents for filing with the U.S. Patent and Trademark Office (but not the U.S. Copyright Office, unless any of the copyrights that are part of the Assets become registered with the U.S. Copyright Office).

7. ADDITIONAL AGREEMENTS.

7.1. Deliveries at Closing. At the Closing, the parties will execute and deliver the following: (a) a bill of sale and assignment in the form of Exhibit C-1 attached hereto, executed by Seller and Buyer, (b) an Assignment (Patents) in the form of Exhibit C-2 hereto, (c) an Assignment (Trademarks) in the form of Exhibit C-3 hereto, (d) an Assignment (Copyrights) in the form of Exhibit C-4 hereto, (e) a United States Patent and Trademark Office Assignment form(s) evidencing Seller's security interest in the Assets in a form of Exhibit I, and (f) an officer's certificate of each of Seller and Buyer, as applicable, as to the matters set forth in Section 8.1(a) and 8.2(a), as applicable.

7.2. Opinion of Counsel. At the Closing, Seller shall deliver to Buyer an opinion of counsel to Seller in the form of Exhibit D attached hereto and Buyer shall deliver to Seller an opinion of counsel to Buyer in the form of Exhibit E attached hereto.

7.3. Financing Statements. At the Closing, the Buyer shall execute all UCC financing statements as the Seller reasonably requests which are reasonably necessary for the Seller to perfect its security interest created by the Note.

7.4. Further Actions. After the Closing, Seller hereby authorizes Buyer to take any actions necessary to carry out the intended transfer of the Assets.

8. CONDITIONS TO CLOSING.

8.1. Buyer's Conditions. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment prior to or at Closing of each of the following conditions, any of which may be waived at the option of Buyer:

(a) All representations and warranties made by Seller in this Agreement or any Ancillary Agreements shall be true and correct in all material respects on the Closing Date as though made on the Closing Date, and Seller shall have duly performed or complied in all respects with all the covenants, obligations and conditions to be performed or complied with by it at or prior to the Closing Date;

(b) Seller shall have obtained an order from the Bankruptcy Court governing Seller's bankruptcy proceedings, In re: Comdisco, Inc. et. al. 01-24795, in the form attached hereto as Exhibit F approving the transactions contemplated hereby in the ordinary course of Seller's business, copies of which shall have been delivered to Buyer;

(c) The agreements specified in Section 7.1 shall have been duly executed and delivered by Seller, to the extent a party thereto;

(d) No action, suit or proceeding before any court or any governmental authority shall have been commenced or threatened, and no investigation by any governmental or regulating authority shall have been commenced, against Buyer, Seller or any of the affiliates, officers or directors of any of them, seeking to restrain, prevent or change the transactions contemplated hereby, or questioning the validity or legality of any such transactions, or seeking damages in connection with, or imposing any condition on, any such transactions;

(e) The Buyer through the consummation of the transactions contemplated hereby obtaining possession of all software and intellectual property included in the Assets;

(f) Buyer shall have received original fully executed copies of an Assignment (Patents), Assignment (Trademarks) and Assignment (Copyrights) in the forms of Exhibit H-1, H-2 and H-3, respectively; and

(g) Seller having ownership of the Supplemental Assets in a manner satisfactory to the Buyer.

8.2. Conditions of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment prior to or at the Closing of each of the following conditions, any of which may be waived at the option of the Seller:

(a) All representations and warranties made by Buyer in this Agreement or any Ancillary Agreements shall be true and correct in all material respects on the Closing Date as though made on the Closing Date and Buyer shall have duly performed or

complied in all respects with all the covenants, obligations and conditions to be performed or complied with in all material respects by it at or prior to the Closing Date;

(b) Seller shall have obtained an order from the Bankruptcy Court governing Seller's bankruptcy proceedings, In re: Comdisco, Inc. et. al. 01-24795, approving the transactions contemplated hereby in the form of Exhibit F;

(c) The agreements specified in Section 7.1 shall have been duly executed and delivered by Buyer, to the extent a party thereto; and

(d) No action, suit or proceeding before any court or any governmental authority shall have been commenced or threatened, and no investigation by any governmental or regulating authority shall have been commenced, against Buyer, Seller or any of the affiliates, officers or directors of any of them, seeking to restrain, prevent or change the transactions contemplated hereby, or questioning the validity or legality of any such transactions, or seeking damages in connection with, or imposing any condition on, any such transactions.

(e) Seller shall have received original fully executed copies of a United States Patent and Trademark Office Assignment form in the form of Exhibit I.

9. SURVIVAL OF REPRESENTATIONS AND RELATED MATTERS.

9.1. Survival; Determination of Damages. The representations and warranties contained in this Agreement and the Ancillary Agreements (other than the Warrant) shall survive until the two-year anniversary of the Closing Date (the "Outside Date"); provided, however, in the event that an Indemnified Party (as defined in Section 9.3) provides notice to an Indemnifying Party (as defined in Section 9.3) of the existence of a specific Claim (as that term is defined below) by such Outside Date, the Indemnified Party shall be entitled to indemnification with respect to such claim until its final resolution. At the time of an Indemnified Party's notice to the Indemnifying Party, the Indemnified Party shall promptly, and pursuant to Section 9.3(a), provide to the Indemnifying Party to the extent known by the Indemnified Party, (a) in the case of a Claim by the Indemnified Party against the Indemnifying Party, the Indemnified Party shall notify the Indemnifying Party (i) the specific representation or warranty which the Indemnified Party claims was breached by the Indemnifying Party, (ii) the specific acts or omissions which the Indemnified Party claims that the Indemnifying Party committed or failed to commit (as the case may be), (iii) the manner in which the Indemnified Party contends that the Indemnified Party was harmed by such breach, and (iv) a specific accounting setting forth an estimate of the amount of the Indemnified Party's damages (and to the extent it is feasible, differentiating between direct and consequential damages), and specifying an estimate of any additional amounts which the Indemnified Party claims is owed to the Indemnified Party (or any other party) by the Indemnifying Party; or (b) in the case of a Claim by a third-party against the Indemnified Party for which the Indemnified Party seeks indemnification, the Indemnified Party shall promptly, and pursuant to Section 9.3(a), inform the Indemnifying Party of (i) the docket number and location of any relevant court having jurisdiction over the Claim, if any, (ii) the identity of the individuals or entities against whose claims the Indemnified Party seeks indemnification from the Indemnifying Party, (iii) the specific acts or omissions which form the basis of any claim by the third-party, and (iv) the

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acts or omissions which the Indemnified Party contends that the Indemnifying Party committed or failed to commit, which give rise to the Indemnifying Party's duty to indemnify the Indemnified Party.

9.2. Indemnification.

(a) (i) Subject to the terms of this Section 9.2 and Section 9.5 and to the limitations in this Agreement, Seller shall indemnify, defend and hold Buyer and its affiliates and their respective officers, directors, stockholders, employees and agents (collectively, the "Buyer Parties") harmless from and against all Claims (defined below), asserted against, resulting to, imposed upon, or incurred by Buyer Parties directly or indirectly, by reason of, arising out of, as a result of (A) the inaccuracy or breach of any representation or warranty of Seller contained in or made pursuant to this Agreement or in any Ancillary Agreement; (B) the breach of any covenant of Seller contained in this Agreement or any Ancillary Agreement; and (C) any Claim of or against Seller, Buyer or the Assets relating to the validity of the title or ownership of the Assets by Seller or Buyer.

(ii) Subject to the terms of this Section 9.2 and Section 9.5 and to the limitations in this Agreement, Buyer shall indemnify, defend and hold Seller and its affiliates and their respective officers, directors, stockholders, employees and agents (collectively, the "Seller Parties") harmless from and against all Claims asserted against, resulting to, imposed upon, or incurred by Seller Parties directly or indirectly, by reason of, arising out of, as a result of (A) the inaccuracy or breach of any representation or warranty of Buyer contained in or made pursuant to this Agreement or in any Ancillary Agreement; and (B) the breach of any covenant of Buyer contained in this Agreement or any Ancillary Agreement.

(iii) As used in this Section 9, "Claim" shall include (A) all debts, liabilities and obligations; (B) all losses, damages, judgments, awards, settlements, costs and expenses (including, without limitation, interest and prejudgment interest in any litigated matter), penalties, court costs and attorneys fees and expenses; and (C) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid.

(iv) Notwithstanding the foregoing, Seller's maximum obligation for indemnification and/or liability hereunder shall not exceed (A) the amount of cash which Seller has actually received from the Buyer for the Assets; plus (B) if the amount of Seller's liability or indemnification exceeds the total amount of cash which Seller has received from the Buyer by an amount less than or equal to the principal amount of the Note still at the time unpaid, Seller shall also forgive such amount (plus related interest) outstanding on the Note owed by the Buyer to Seller; plus (C) if the amount of Seller's liability for indemnification exceeds the amount of the cash which Seller has received from the Buyer plus the unpaid principal (plus related interest) of the Note, then Seller shall at its election (1) pay such excess amount in cash or (2) extinguish such portion of the Warrants (as that term is defined below) as is equal to such excess amount, provided that, for purposes of determining the value of the Warrants pursuant to this clause (2), the value of the Warrants shall be equal to the greater of (I) the price per share in the most recent round of financing of the Buyer multiplied by the number of Warrants, less \$500,000, or (II) \$500,000. To the extent of any such forgiveness or extinguishments, the applicable portion of

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shall be automatically cancelled and be of no further force and effect and the applicable Warrant Purchase Price (as defined in the Warrants) will be automatically reduced and the Warrants shall be to such extent of no further force and effect.

(v) Notwithstanding the foregoing, Buyer's maximum obligation for indemnification and/or liability hereunder shall not exceed \$3,000,000.

(vi) All indemnification obligations hereunder shall be made and be effective as of the date that any such Claims are finally determined either by mutual agreement of the parties hereto or pursuant to the final nonappealable judgment of an arbitrator or a court of competent jurisdiction, as applicable.

(vii) Notwithstanding anything herein above provided, no indemnification shall be due from an Indemnifying Party hereunder until such time as the aggregate value of all Claims asserted by an Indemnified Party exceeds \$100,000, at which time the indemnification obligation shall apply to the full amount of all such Claims.

(viii) Further, notwithstanding the foregoing, the parties agree that in the event that the Buyer is required to surrender title to the Assets, Seller shall return all cash received from the Buyer and shall extinguish the Note and Warrants.

9.3. Defense of Claims by Third Parties. The obligations of a party (an "Indemnifying Party") to provide indemnification under this Section to the party seeking indemnification (the "Indemnified Party") shall be subject to the following terms and conditions:

(a) Indemnified Party shall give prompt written notice (the "Notice") to the Indemnifying Party of the existence of any Claim for which indemnification is sought (which Notice shall contain the words "Notice of Claim" in bold font on the front or at the top of such Notice and otherwise be in the manner set forth in Section 9) and Indemnifying Party will have the right, but not the obligation, to undertake the defense thereof by representatives chosen by it. Failure to give such notice shall not affect the Indemnifying Party's duty or obligations under this Section 9, except to the extent the Indemnifying Party is prejudiced in its ability to defend the Claim by reason of such failure, provided that the Indemnified Party shall not unreasonably fail to provide notice to the Indemnifying Party of any such Claim.

(b) In case any such Claim is made or brought against Indemnified Party, Indemnifying Party shall be entitled to assume the defense thereof, by written notice of its intention to do so to the Indemnified Party within thirty (30) days (or, if earlier, by the tenth day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such Claim) after receipt of the Notice. If Indemnifying Party shall assume the defense of such Claim, it shall have the right to settle such Claim; provided, however, that it shall not settle such Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed). As long as the Indemnifying Party is contesting any such Claim in good faith, the Indemnified Party shall not pay or settle such Claim. Following delivery of notice of its intention to assume the defense of any Claim hereunder, the Indemnifying Party shall not be liable hereunder for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense

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provided, further, however, that if the defendants in any Claim shall include both an Indemnifying Party and any Indemnified Party and such Indemnified Party shall have reasonably selected that counsel selected by the Indemnifying Party has a conflict of interest because of the liability of different or additional defenses to such Indemnified Party, such Indemnified Party shall have the right to separate counsel to participate in the defense of such Claim on its own expense at the expense of the Indemnifying Party; provided, further, however, that the Indemnifying Party shall not be obligated to pay the expenses of more than one separate counsel for the Indemnified Parties, taken together. Notwithstanding the foregoing, the Indemnified Party shall be permitted to participate in the defense of any such Claim and to employ counsel at its own expense.

(c) If the Indemnifying Party shall fail to notify the Indemnified Party of its desire to assume the defense of any Claim within the prescribed period of time, or shall fail to notify the Indemnified Party that it will not assume the defense hereof, then the Indemnified Party will assume the defense of such Claim, in which event it must do so acting in good faith, and the Indemnifying Party shall be bound by any determination made in any such Claim, provided, however, that the Indemnified Party shall not be permitted to settle any such Claim without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party shall be permitted to participate in the defense of such Claim and to employ counsel at its own expense.

(d) The Indemnified Party and Indemnifying Party hereto agree to cooperate to the extent reasonably requested in the defense or prosecution of any suit, action, claim, proceeding or investigation for which Indemnifying Party is called upon to provide indemnity for, or assume liability from Indemnified Party.

(e) The Indemnified Party and Indemnifying Party hereto agree to keep the other fully informed of the status of any Claim of which it is aware, and all stages thereof, whether or not it is represented by separate counsel.

9.4. No Waiver. The closing of the transactions contemplated by this Agreement shall not constitute a waiver by any party of its rights to indemnification contained in this Agreement, regardless of whether the party seeking indemnification has knowledge of the breach, violation or failure of condition constituting the basis of the Claim at or before the Closing, and regardless of whether such breach, violation or failure is deemed to be "material."

9.5. Buyer's Representations. The Buyer hereby agrees that without limiting any of Seller's rights relating to claims for indemnification and/or liability pursuant to the Transaction Documents in respect of any breach, any breach of the Buyer's representations in Section 5.4(b) or Section 6.8 shall mean the Buyer may not claim any liability or indemnity from Seller hereunder in connection with a Claim with respect to a breach of Section 4.4 or other similar representation by Seller regarding ownership or title to the Assets in the Ancillary Agreements, to the extent that such liability or indemnification arises by virtue of such breach of any such representations by Buyer.

10. MISCELLANEOUS.

10.1. Entire Agreement. This Agreement, together with the Schedules hereto, and the Ancillary Agreements, contain and is intended as a complete agreement of all of the terms of the arrangements among the parties with respect to the matters set forth herein, and shall supersede any previous agreements and understandings between the parties with respect to those matters and cannot be changed or terminated orally; provided that the Confidentiality Agreement dated January 8, 2002 shall survive this Agreement until Closing.

10.2. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed within such State. The parties agree that any dispute for damages between the parties concerning this Agreement shall be resolved by binding arbitration before a neutral, mutually acceptable arbitrator and shall be conducted pursuant to the arbitration rules as promulgated by the American Arbitration Association, and the hearing shall be conducted in the State of Delaware. Equitable claims, including but not limited to preliminary injunctions, temporary restraining orders, and declaratory judgments, however, shall not be resolved by arbitration but instead shall be resolved in a court of law in the State of New York. Each party agrees to submit equitable claims to the jurisdiction of the courts of the State of New York and waives any claim that any action brought in the State of New York is brought in an inconvenient forum and Buyer hereby names the Secretary of State of the State of New York as its agent for service of process, provided that Seller agrees that a copy of such service shall also be sent via registered mail to the Buyer at its address set forth in Section 10.5 hereof. If one party substantially prevails in such action or actions, then the non-prevailing party shall reimburse such prevailing party for its reasonable attorneys' fees. Notwithstanding the foregoing, if the courts of the State of New York refuse to hear the equitable claim, the parties agree to submit such claim to the jurisdiction of the courts of the State of Delaware.

10.3. No Third Party Beneficiaries. Each of the provisions of this Agreement is for the sole and exclusive benefit of the parties hereto, respectively, as their interests shall appear, and shall not be deemed to be for the benefit of any other person or entity or group of persons or entities.

10.4. Headings. The Section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

10.5. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally, or mailed by certified or registered mail, return receipt requested, or sent by a nationally recognized overnight courier or sent by facsimile confirmed in writing to the recipient, in each case as follows:

If to the Seller, to:

Comdisco, Inc.
6111 North River Road
Rosemont, IL 600128
Attention: General Counsel

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Fax: 847-518-5088

With a copy to:

Morrison, Mahoney & Miller, LLP
250 Summer Street
Boston, MA 02210
Attention: Andrew Douglass, Esq.
Fax: 617-342-4862

If to Buyer, to:

CLIX Network, Inc.
600 Congress Avenue
Suite 1400
Austin, TX 78701
Attention: R. Steven Hicks
Fax: 512-340-7840

With a copy to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, NY 10022
Attention: Eleazer Klein, Esq.
Fax: (212) 593-5955

10.6. Severability. If any provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent; such invalidity shall not render invalid or unenforceable the remaining terms and provisions of this Agreement.

10.7. Waiver. Any party may waive compliance by another with any of the provisions of this Agreement, provided that such waiver is in writing and signed by the party against whom enforcement is sought. No waiver of any provision shall be construed as a waiver of any other provision.

10.8. Assignment. None of the parties hereto may assign any of its rights or delegate any of its duties under this Agreement without the consent of the other parties. Any attempted assignment in violation of this provision shall be void.

10.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

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10. Interpretation Against the Draftsperson. Each party hereto has
upon or fully participated in the preparation of this Agreement. In no
of this Agreement be interpreted to the disadvantage of any party based
on the draftsperson of such provision.

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IN WITNESS WHEREOF, the undersigned have executed this ASSET
PURCHASE AGREEMENT as of the date set forth in the first paragraph of this Agreement.

COMDISCO, INC.,
DEBTOR-IN-POSSESSION under In Re:
Comdisco, Inc. et. al. Docket No. 01-24795 (N.D.
Ill.)

By: _____
Name: Robert E.T. Lackey
Title: Executive Vice President

CLIX NETWORK, INC.

By: _____
Name:
Title:

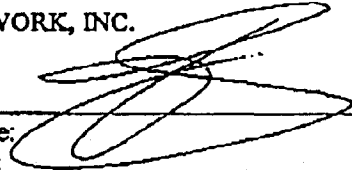
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IN WITNESS WHEREOF, the undersigned have executed this ASSET
AGREEMENT as of the date set forth in the first paragraph of this Agreement.

COMDISCO, INC.,
DEBTOR-IN-POSSESSION under In Re:
Comdisco, Inc. et al., Docket No. 01-24795 (N.D.
Ill.)

By: _____
Name:
Title:

CLIX NETWORK, INC.

By: _____
Name: 
Title:

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SCHEDULE 1.1(g)

SUPPLEMENTAL ASSETS

For purposes of this Agreement, "Supplemental Assets" shall mean:

All right, title and interest in and to the following Assets (other than the Assets contained in items (a), (b), (c), (d), (e) and (f) of this Schedule 1.1): the product known as the ClickRadio Tuner, including all Intellectual Property embodied therein; and all right, title and interest in, to and under the Intellectual Property currently held by Seller that was obtained from ClickRadio, Inc. ("ClickRadio") or is hereafter obtained by Seller from ClickRadio (collectively, "ClickRadio Intellectual Property"), including without limitation, Seller's and ClickRadio's right, title and interest in, or license to, all of the following ClickRadio Intellectual Property: Patents, Trademarks, Copyrights, Licenses, trade secrets, database or other information and any other proprietary rights or processes and all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

For purposes of this Schedule 1.1(g), the following terms shall have the following meanings:

"Copyrights" means all of the following: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; (ii) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, or any state thereof; (iii) any continuations, renewals or extensions thereof; and (iv) any registrations to be issued in any pending applications.

"Copyright License" means all of the following: any written agreement granting any right to use any Copyright or Copyright registration.

"Intellectual Property" means all of the following: all Copyrights, Trademarks, Patents, Licenses, trade secrets, source codes, customer lists, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, skill, expertise, experience, processes, models, drawings, materials and records and goodwill.

"License" means all of the following: any Copyright License, Patent License, Trademark License or other license of rights or interests.

"Patent License" means all of the following: any written agreement granting any right with respect to any invention on which a Patent is in existence.

"Patents" means all of the following: (a) letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in the United States or any other country; including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions

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ments, divisionals, and patents of addition; and (d) all patents to issue in

"proceeds," as such term is defined in Section 9-306(1) of the NY-UCC and, include, without limitation, all of the following: (a) any and all instruments, of money or currency or other proceeds payable from time to time in respect of Supplemental Assets, (b) any and all proceeds of any insurance, indemnity, warranty or from time to time with respect to any of the Supplemental Assets, (c) any and any form whatsoever) made or due and payable from time to time in connection with any liquidation, confiscation, condemnation, seizure or forfeiture of all or any part of the Supplemental Assets by any governmental authority (or any person acting under color of governmental authority), (d) any claim against third parties (i) for past, present or future infringement of any Copyright, Patent or Patent License or (ii) for past, present or future impairment or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License and (e) any and all other amounts from time to time paid or payable under or in connection with any of the Supplemental Assets.

"Trademark License" means all of the following: any written agreement granting any non-exclusive right to use any Trademark or Trademark registration.

"Trademarks" means all of the following: (a) any and all trademarks, tradenames, corporate names, business names, Internet domain names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) any reissues, extension or renewals thereof.

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	Case No. 01-24795
)	(Jointly Administered)
COMDISCO, INC.)	Chapter 11
et al.,)	
)	Hon. Ronald Barliant
Debtors.)	

ORDER UNDER 11 U.S.C. § 363 AND FED. R. BANKR. P. 6004
AUTHORIZING AND APPROVING THE SALE OF CERTAIN ASSETS

This matter having come before the Court on the Motion for Orders Pursuant to 11 U.S.C. § 363 and Fed.R.Bankr.P. 6004 Authorizing and Approving the Sale of Certain Assets (the "Motion")¹ of the above captioned, debtors and debtors-in-possession (the "Debtors"), the Court having reviewed the Motion; and it appearing that notice of the Motion was good and sufficient under the particular circumstances and that no other or further notice need be given; and the Court having reviewed and considered the Motion; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and after due deliberation thereon; and good cause appearing therefor, it is hereby

Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the Agreement, as the case may be.

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COMDISCO LEGAL DEPT.

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FOUND AND DETERMINED THAT:²

A. The sale of the Assets to the Purchaser is a reasonable and valid exercise of the Debtors' business judgment and is otherwise appropriate under section 363 of the Bankruptcy Code.

B. The relief requested in the Motion with respect to the Proposed Sale of Assets is in the best interests of the Debtors' estates and creditors.

C. The Agreement constitutes a valid and binding contract between the Debtors and the Purchaser.

D. The Purchaser and the Debtors engaged in good faith, arm's-length negotiations prior to entering into the Agreement.

E. The Purchaser is a "good faith" purchaser as such term is used in section 363(m) of the Bankruptcy Code.

F. No agreement prohibited by section 363(n) of the Bankruptcy Code exists with respect to the Purchaser.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted.

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

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2. The Agreement, attached hereto as Exhibit 1, and the terms therein are hereby approved pursuant to section 363 of the Bankruptcy Code.

3. The Debtors are authorized to sell the Assets to the Purchaser free and clear of all liens, claims, encumbrances and interests pursuant to section 363(f) of the Bankruptcy Code, with all such valid and enforceable liens, claims, encumbrances and interest to attach to the proceeds of the sale of the Assets in the same relative priority as existed with respect to the Property.

4. The Purchaser is entitled to the protection of section 363(m) of the Bankruptcy Code.

5. The Debtors and their officers, employees and agents are authorized to perform all of their obligations, take whatever actions necessary, and issue, execute and deliver whatever documents, deeds and bills of sale as may be necessary or appropriate to implement and effectuate the Agreement in accordance with the terms of this Order.

6. In accordance with section 1146(e) of the Bankruptcy Code, the sale and conveyance of the Assets to the Purchaser is hereby exempt from the imposition and payment of any stamp tax, transfer tax or similar tax imposed by law.

7. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate the sale of the Assets without imposition

and payment of any stamp tax, transfer tax, or similar tax, pursuant to section 1146(c) of the Bankruptcy Code.

8. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

9. Notwithstanding Rule 6004(g) of the Federal Rules of Bankruptcy Procedure or any other Bankruptcy Rule, this Order shall take effect immediately upon its entry.

Dated: Chicago, Illinois
_____, 2002

ENTERED
JUN 18 2002
Ronald Bernard Bankruptcy Judge
UNITED STATES BANKRUPTCY COURT

UNITED STATES BANKRUPTCY JUDGE

John Wm. Butler, Jr. (ARDC No. 06209373)
George N. Panagakis (ARDC No. 06205271)
Felicia Gerber Perlman (ARDC No. 06210753)
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM (ILLINOIS)
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700
Attorneys for Debtors and
Debtors-in-Possession

MORRISON, MAHONEY & MILLER, LLP

COUNSELLORS AT LAW

250 SUMMER STREET
BOSTON, MASSACHUSETTS 02210-1181
617-439-7500

Kenneth E. Rubinstein
Phone: 617-439-7598
Fax: 617-342-4862
krubinst@mail.mmm-m.com

February 26, 2002

CERTIFIED MAIL

ClickRadio
C/o Lawrence J. Studnicky
1755 York Avenue, Apt. 7C
New York, NY 10128

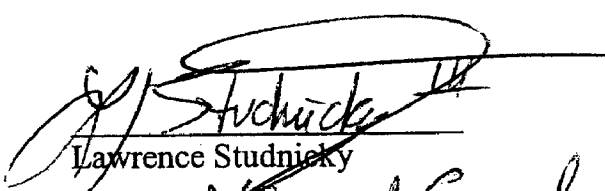
Dear Mr. Studnicky:

Enclosed please find a copy of Comdisco, Inc.'s Notification of Proposal to Accept Collateral in Partial Strict Foreclosure to assent to our proposal kindly sign in the space provided and return this letter to us via the enclosed envelope.

Very truly yours,


Kenneth E. Rubinstein

KER:djm
Enclosure


Lawrence Studnicky

as SVP/General Counsel
ClickRadio, Inc.

BOSTON • NEW YORK • LONDON

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February 26, 2002

Comdisco, Inc.
6111 North River Road
Rosemont, IL 60018

**NOTIFICATION OF PROPOSAL TO ACCEPT COLLATERAL
IN PARTIAL STRICT FORCLOSURE**

Lawrence J. Studnicky, Senior Vice President & General Counsel
ClickRadio, Inc.
1710 First Avenue, Box 178
New York, New York 10128

Baystar Capital, L.P.
1500 West Market St., Suite 200
Mequon, WI 53092

Sierra Ventures VII, L.P.
2000 Sand Hill Rd. Bldg. 4-210
Menlo Park, CA 94025

Sierra Ventures VII, L.L.C.
2000 Sand Hill Rd. Bldg. 4-210
Menlo Park, CA 94025

Phillips Venture Capital Fund
1000 West Maude Avenue
Sunnyvale, CA 94085

The Net Tech Fund, L.P.
1201 North Clark Street, Suite 203
Chicago, IL 60610

Re: Debtor: ClickRadio, Inc., 1710 First Avenue, Box 178, New York, NY 10128
(the "Debtor")

Secured Party: Comdisco, Inc., 6111 North River Road, Rosemont, IL 60018
(the "Secured Party")

Collateral: See attached "Exhibit A"
(the "Collateral")

Dear Sir or Madam:

The Debtor is in default under a security agreement dated May 1, 2000, entered into between the Debtor and the Secured Party, granting a security interested in, among other assets, the Collateral. The outstanding balance due from the Debtor to the Secured Party as of February 26, 2002 is \$3,126,179.26 (the "Balance"), with interest, fees and other expenses chargeable to the Debtor continuing to accrue thereafter.

February 26, 2002

Page 2

Pursuant to NY CLS UCC §§ 9-620 through 622, the Secured Party shall accept the Collateral in satisfaction of Two Million and One Dollars (\$2,000,001) of the total outstanding debt of \$3,126,179.26 due from the Debtor.

If you have any objection to the Secured Party's proposal to accept the Collateral in satisfaction of Two Million and One Dollars (\$2,000,001) of the balance, you must send us a signed, written statement of your objection within twenty (20) days from the date of this letter. If we have not received a signed, written objection within that time period, you will be deemed to have consented to this proposal and will have no further right to object, and the Secured Party will retain the Collateral in partial satisfaction of the Balance, as described in this letter.

Very truly yours,
Comdisco, Inc.

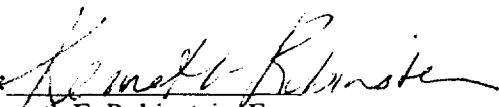
By 
Kenneth E. Rubinstein, Esq.
Morrison, Mahoney & Miller, LLP
250 Summer Street
Boston, MA 02210
As agent for Comdisco, Inc.

EXHIBIT A
Description of Collateral

For purposes of this notification, the term "Collateral" shall be interpreted to mean any and all of Debtor's rights in:

- (a) source code for the product know as "the ClickRadio Tuner,"
- (b) ClickRadio, Inc.'s music database, including any encoded copies of songs and all related artist/album meta data,
- (c) ClickRadio Inc.'s customer database, including all related data,
- (d) all intellectual property, equipment or other items described in:
 - (i) patent #6108686 (agent based online information retrieval),
 - (ii) patent application #09444123 (system and method for utilizing data packets), and
 - (iii) trademark #75/611328, and
- (e) all related technologies, equipment, algorithms, advancements, designs, drawings, illustrators, graphics, photographs, estimates, blueprints, memoranda, notes, proprietary information, business information, technical data, know-how, ways of doing business, research, requirements, developments, inventions, processes, formulae, technologies, techniques, procedures, hardware, configurations, website design information, software, object code, source code, marketing material, forecasts, business strategy, records or other proprietary information and/or documents.
- (f) any confidentiality or employment agreements held by ClickRadio, Inc.

February 26, 2002

Comdisco, Inc.
6111 North River Road
Rosemont, IL 60018

**NOTIFICATION OF PROPOSAL TO ACCEPT COLLATERAL
IN PARTIAL STRICT FORCLOSURE**

Lawrence J. Studnický, Senior Vice President & General Counsel
ClickRadio, Inc.
1710 First Avenue, Box 178
New York, New York 10128

Baystar Capital, L.P.
1500 West Market St., Suite 200
Mequon, WI 53092

Sierra Ventures VII, L.P.
2000 Sand Hill Rd. Bldg. 4-210
Menlo Park, CA 94025

Sierra Ventures VII, L.L.C.
2000 Sand Hill Rd. Bldg. 4-210
Menlo Park, CA 94025

Phillips Venture Capital Fund
1000 West Maude Avenue
Sunnyvale, CA 94085

The Net Tech Fund, L.P.
1201 North Clark Street, Suite 203
Chicago, IL 60610

Re: Debtor: ClickRadio, Inc., 1710 First Avenue, Box 178, New York, NY 10128
(the "Debtor")

Secured Party: Comdisco, Inc., 6111 North River Road, Rosemont, IL 60018
(the "Secured Party")

Collateral: See attached "Exhibit A"
(the "Collateral")

Dear Sir or Madam:

The Debtor is in default under a security agreement dated May 1, 2000, entered into between the Debtor and the Secured Party, granting a security interest in, among other assets, the Collateral. The outstanding balance due from the Debtor to the Secured Party as of February 26, 2002 is \$3,126,179.26 (the "Balance"), with interest, fees and other expenses chargeable to the Debtor continuing to accrue thereafter.

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February 26, 2002

Page 2

Pursuant to NY CLS UCC §§ 9-620 through 622, the Secured Party shall accept the Collateral in satisfaction of One Dollar (\$1) of the total outstanding debt of \$3,126,179.26 due from the Debtor.

If you have any objection to the Secured Party's proposal to accept the Collateral in satisfaction of One Dollar (\$1) of the balance, you must send us a signed, written statement of your objection within twenty (20) days from the date of this letter. If we have not received a signed, written objection within that time period, you will be deemed to have consented to this proposal and will have no further right to object, and the Secured Party will retain the Collateral in partial satisfaction of the Balance, as described in this letter.

Very truly yours,
Comdisco, Inc.

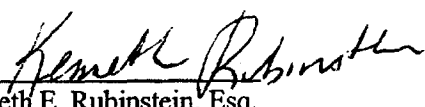
By: 
Kenneth E. Rubinstein, Esq.
Morrison, Mahoney & Miller, LLP
250 Summer Street
Boston, MA 02210
As agent for Comdisco, Inc.

EXHIBIT A
Description of Collateral

For purposes of this registration, the term "Collateral" shall be interpreted to mean any and all of Lender's rights in any promissory notes or chattel paper (as those terms are defined under the Uniform Commercial Code) listed below:

<u>Date</u>	<u>Borrower</u>	<u>Amount</u>
December 29, 1998	Media King, Inc.	\$ 10,000
February 9, 1999	Media King, Inc.	\$ 10,000
November 8, 1999	David Benjamin	\$ 600,000
November 15, 1999	Edward Bialek	\$ 200,000
November 15, 1999	Henry Williams, Jr.	\$ 600,000
November 15, 1999	Mark Corio	\$ 200,000
November 15, 1999	Michael Weinstein	\$ 200,000
December 9, 1999	Sonalysts, Inc.	\$ 100,000
March 15, 2001	R. William Freston	\$ 25,000
May 18, 2001	Charles Kendall	\$ 25,000

February 26, 2002

Comdisco, Inc.
6111 North River Road
Rosemont, IL 60018

**NOTIFICATION OF PROPOSAL TO ACCEPT COLLATERAL
IN PARTIAL STRICT FORCLOSURE**

Lawrence J. Studnick, Senior Vice President & General Counsel
ClickRadio, Inc.
1710 First Avenue, Box 178
New York, New York 10128

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Sunnyvale, CA 94085

The Net Tech Fund, L.P.
1201 North Clark Street, Suite 203
Chicago, IL 60610

Re: Debtor: ClickRadio, Inc., 1710 First Avenue, Box 178, New York, NY 10128
(the "Debtor")

Secured Party: Comdisco, Inc., 6111 North River Road, Rosemont, IL 60018
(the "Secured Party")

Collateral: See attached "Exhibit A"
(the "Collateral")

Dear Sir or Madam:

The Debtor is in default under a security agreement dated May 1, 2000, entered into between the Debtor and the Secured Party, granting a security interest in, among other assets, the Collateral. The outstanding balance due from the Debtor to the Secured Party as of February 26, 2002 is \$3,126,179.26 (the "Balance"), with interest, fees and other expenses chargeable to the Debtor continuing to accrue thereafter.

Pursuant to NY CLS UCC §§ 9-620 through 622, the Secured Party shall accept the Collateral in satisfaction of One Dollar (\$1) of the total outstanding debt of \$3,126,179.26 due from the Debtor.

If you have any objection to the Secured Party's proposal to accept the Collateral in satisfaction of One Dollar (\$1) of the balance, you must send us a signed, written statement of your objection within twenty (20) days from the date of this letter. If we have not received a signed, written objection within that time period, you will be deemed to have consented to this proposal and will have no further right to object, and the Secured Party will retain the Collateral in partial satisfaction of the Balance, as described in this letter.

Very truly yours,
Comdisco, Inc.

By: 

Kenneth E. Rubinstein, Esq.

Morrison, Mahoney & Miller, LLP

250 Summer Street

Boston, MA 02210

As agent for Comdisco, Inc.

EXHIBIT A
Description of Collateral

For purposes of this notification, the term "collateral" shall be interpreted to mean any and all of the Debtor's personal property including accounts, chattel paper, deposit accounts and bank accounts (including deposited funds), documents, equipment, fixtures, general intangibles, goods, instruments, inventory, investment property, letters of credit, proceeds of letters of credit, letter of credit rights, supporting obligations, money, cash, cash equivalents, books and records, and products.

Collateral shall not include the following items:

1. Debtor's right, title and interests in any intellectual property including, but not limited to:

(a) source code for the product know as "the ClickRadio Tuner,"

(b) ClickRadio, Inc.'s music database, including any encoded copies of songs and all related artist/album meta data,

(c) ClickRadio, Inc.'s customer database, including all related data,

(d) all intellectual property, equipment or other items described in:

(i) patent #6108686 (agent based online information retrieval),

(ii) patent application #09444123 (system and method for utilizing data packets), and

(iii) trademark #75/611328, and

(e) all related technologies, equipment, algorithms, advancements, designs, drawings, illustrators, graphics, photographs, estimates, blueprints, memoranda, notes, proprietary information, business information, technical data, know-how, ways of doing business, research, requirements, developments, inventions, processes, formulae, technologies, techniques, procedures, hardware, configurations, website design information, software, object code, source code, marketing material, forecasts, business strategy, records or other proprietary information and/or documents.

(f) any confidentiality or employment agreements held by ClickRadio, Inc.

2. Debtor's right, title and interest in any promissory notes or chattel paper (as those terms are defined under the Uniform Commercial Code) listed below:

<u>Date</u>	<u>Borrower</u>	<u>Amount</u>
December 29, 1998	Media King, Inc.	\$ 10,000
February 9, 1999	Media King, Inc.	\$ 10,000
November 8, 1999	David Benjamin	\$ 600,000
November 15, 1999	Edward Bialek	\$ 200,000
November 15, 1999	Henry Williams, Jr.	\$ 600,000
November 15, 1999	Mark Corio	\$ 200,000
November 15, 1999	Michael Weinstein	\$ 200,000
December 9, 1999	Sonalysts, Inc.	\$ 100,000
March 15, 2001	R. William Freston	\$ 25,000
May 18, 2001	Charles Kendall	\$ 25,000

3. Debtor's right, title and interest in any equipment owned by Cisco Systems Capital Corp., Hewlett-Packard Company Finance & Remarketing Division, or Sun Microsystems Finance.

4. Debtor's right, title and interest in Certificate of deposit Account No. 134-659201 maintained at the Chase Manhattan Bank.