

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hostcentric, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 03/05/2002

2. Name and address of receiving party(ies)

Name: Alldomains.com, Inc.

Internal

Address: _____

Street Address: 1800 Sutter St., Suite 100

City: Concord State: MO Zip: 94520

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- Other _____

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) 78/042,373, 78/042,371, 78/042,370, 78/047,022 and 78/078,038

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Rudolph A. Telscher, Jr.

Internal Address: Harness, Dickey & Pierce, PLC

Street Address: 7700 Bonhomme, Suite 400

City: St. Louis State: MO Zip: 63105

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

080750

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9. Signature.

Rudolph A. Telscher, Jr.

Name of Person Signing



Signature

7/22/03

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
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02-19-2003

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U.S. Patent and Trademark Office

PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



102367602

original documents or copy thereof.

1. Name of conveying party(ies):

Hostcentric, Inc.

2-7-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date:

2. Name and address of receiving party(ies)

Name: Alldomains.com, Inc.

Internal

Address:

Street Address: 1800 Sutter St. Suite 100

City: Concord State: MO Zip: 94520

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

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5

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Rudolph A. Telscher, Jr.

Name of Person Signing

Signature

2/7/03

Date

Total number of pages including cover sheet, attachments, and document: 7

02/14/2003 LMUELLER 00000149 78042373

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Washington, D.C. 20231

01 FC:8521
02 FC:8522

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TRADEMARK
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of March 5, 2002, by and among ALLDOMAINS.COM, INC., a California corporation (the "Buyer"), HOSTCENTRIC TECHNOLOGIES, INC., a California corporation (the "Seller"), a wholly owned subsidiary of HOSTCENTRIC, INC., a Delaware Corporation ("Hostcentric"). The Buyer, Seller and Hostcentric are referred to collectively herein as the "Parties." Seller and Hostcentric are referred to collectively as the "Selling Parties."

Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all the assets of the Seller's domain services group, which is an unincorporated division of Seller that does business under the name "Alldomains.com." Seller, Hostcentric and its shareholders, and Buyer and Christopher Bura ("Bura") desire that this transaction be consummated on the terms and subject to the conditions in this Agreement.

Now, therefore, in consideration of the promises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Definitions.

"Acquired Assets" means all right, title, and interest in and to all of the assets constituting the Division, specifically limited to all those assets listed in Exhibit A and all of Division's (a) Leased Real Property, (b) tangible personal property (such as machinery, equipment, computers, computer peripherals and related equipment, software, inventories, materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, office equipment and fixtures and tools) located at 2261 Morello Ave., Suites B and C, Pleasant Hill, California, and the servers listed on Exhibit A located at Selling Parties' facilities in Fremont, California and Orlando, Florida, (c) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, (d) leases, subleases, and rights thereunder, (e) agreements, contracts, indentures, mortgages, instruments, Security Interests, guaranties, other similar arrangements, and rights thereunder, (f) accounts, notes, and other receivables, (g) claims, deposits, warranties, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment; except that any legal fees and costs incurred, and any recovery obtained, shall be apportioned among Buyer and Selling Parties consistent with pre- and post- closing operations (other than as provided for in this Agreement), (h) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, and (i) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials: *provided, however*, that the Acquired Assets shall not include (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Seller as a corporation, (ii) any of the rights of the Selling Parties under this Agreement (or under any side agreement between any of the Selling Parties on the one hand and the Buyer on the other hand entered into on or after the date of this Agreement) the

TRADEMARK

EXHIBIT A - ACQUIRED ASSETS

All assets, properties and business of the Division, of every kind, character and description, whether tangible, intangible, real, personal, or mixed, located at the Division's Pleasant Hill offices, 2261 Morello Ave., Suites B and C, Pleasant Hill, CA 94523

Intellectual Property

The Intellectual Property listed below:

- Alldomains.com** - USA - Appl.# 78/042,373
- D-Cart** - USA - Appl.# 78/042,371
- D-Gear** - USA - Appl.# 78/042,370
- D-Spy** - USA - Appl.# 78/047,022
- D-Track** - USA - Appl.# 78/078,038

(iii) The Buyer will be responsible for the preparation and filing of all Tax Returns for the Division for all periods as to which Tax Returns are due after the Closing Date relating to operations of the Division after the Closing (other than for Taxes with respect to periods for which the consolidated, unitary, and combined Tax Returns of the Selling Parties will include the operations of the Division). The Buyer will make all payments required with respect to any such Tax Return; *provided, however*, that the Selling Parties, jointly and severally, will reimburse the Buyer concurrently therewith to the extent any payment the Buyer is making relates to the operations of any of the Division for any period ending on or before the Closing Date.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

ALLDOMAINS.COM, INC.

By: CeR
Title: President

Date: 3/5, 2002

HOSTCENTRIC TECHNOLOGIES, INC.

By: _____
Title: _____

Date: _____, 2002

HOSTCENTRIC, INC.

By: _____
Title: _____

Date: _____, 2002

(iii) The Buyer will be responsible for the preparation and filing of all Tax Returns for the Division for all periods as to which Tax Returns are due after the Closing Date relating to operations of the Division after the Closing (other than for Taxes with respect to periods for which the consolidated, unitary, and combined Tax Returns of the Selling Parties will include the operations of the Division). The Buyer will make all payments required with respect to any such Tax Return; *provided, however*, that the Selling Parties, jointly and severally, will reimburse the Buyer concurrently therewith to the extent any payment the Buyer is making relates to the operations of any of the Division for any period ending on or before the Closing Date.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

ALLDOMAINS.COM, INC.

By: _____ Date: _____, 2002

Title: _____

HOSTCENTRIC TECHNOLOGIES, INC.

By: *Jay Upton* Date: 3-5, 2002

Title: VP

HOSTCENTRIC, INC.

By: *[Signature]* Date: 3-5, 2002

Title: CEO

**ADDENDUM TO ASSET PURCHASE AGREEMENT:
TRANSITION SERVICES AGREEMENT**

The Parties of the Asset Purchase Agreement ("Agreement") entered into by and among ALLDOMAINS.COM, INC., a California corporation ("Buyer"), HOSTCENTRIC TECHNOLOGIES, INC., a California corporation ("Seller"), a wholly owned subsidiary of HOSTCENTRIC, INC., a Delaware Corporation ("Hostcentric"), Seller and Hostcentric collectively being the "Selling Parties," make this Transition Services Agreement an Addendum to the Agreement.

1. For a period of 90 days after the Closing, Selling Parties agree to provide Buyer with the same telephone services (including local and long distance) used by the Division immediately prior to Closing. Buyer shall pay Selling Parties the same rate for such services as was paid by the Division immediately prior to Closing. Buyer may terminate this Addendum prior to the expiration of the 90-day period at its sole discretion, provided that it pays Selling Parties for all such services used prior to the termination. The Parties shall cooperate in good faith with respect to Buyer's transition to alternative telephone services, so that Buyer suffers no lapse in service caused by the Parties.

So Agreed.

ALLDOMAINS.COM, INC.

By: Ceb

Date: 3/5, 2002

Title: President

HOSTCENTRIC TECHNOLOGIES, INC.

By: _____

Date: _____, 2002

Title: _____

HOSTCENTRIC, INC.

By: _____

Date: _____, 2002

Title: _____

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So Agreed.

ALLDOMAINS.COM, INC.

By: _____

Date: _____, 2002

Title: _____

HOSTCENTRIC TECHNOLOGIES, INC.

By: [Signature]

Date: 3-5, 2002

Title: VP

HOSTCENTRIC, INC.

By: [Signature]

Date: 3-5, 2002

Title: [Signature]

PTO/SB/97 (08-00)

Approved for use through 10/31/2002. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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Asset Purchase Agreement - 6 pages

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JUNE 24, 2003

HARNES, DICKEY & PIERCE, PLC
RUDOLPH A. TELSCHER, JR.
7700 BONHOMME, SUITE 400
ST. LOUIS, MO 63105

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HARNES, DICKEY & PIERCE
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NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102367602

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

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ANTIONE ROYALL, EXAMINER
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OFFICE OF PUBLIC RECORDS

JAR

HARNES, DICKEY & PIERCE, P.L.C.

Attorneys and Counselors
7700 Bonhomme, Suite 400
Clayton, MO 63105
Phone: 314-726-7500
Fax: 314-726-7501
Troy, MI • Washington, D.C.

DATE: July 22, 2003 NO. OF PAGES (INCLUDING THIS PAGE): 11

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FROM: Audrey Brazier

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